

SERIAL 12131 C DUST PALLIATIVE / STABILIZER

DATE OF LAST REVISION: September 24, 2015

CONTRACT END DATE: January 31, 2019

CONTRACT PERIOD THROUGH JANUARY 31, ~~2016~~ 2019

TO: All Departments
FROM: Office of Procurement Services
SUBJECT: Contract for **DUST PALLIATIVE / STABILIZER**

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 **January 09, 2013**.

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

Wes Baysinger, Chief Procurement Officer
Office of Procurement Services

NP/jl
Attach

Copy to: Office of Procurement Services
 Valerie Chavez, MCDOT
 Larry Hall, MCDOT

(Please remove Serial 08132-C from your contract notebooks)

EARTHCARE CONSULTANTS LLC, 12650 SOUTH DUSTY WASH TRAIL TUCSON, AZ 85735

COMPANY NAME: EarthCare Consultants, LLC.
 DOING BUSINESS AS (DBA) NAME: same
 MAILING ADDRESS: 12650 South Dusty Wash Trail Tucson, AZ 85735
 REMIT TO ADDRESS: 12650 South Dusty Wash Trail Tucson, AZ 85735
 TELEPHONE NUMBER: 520-792-4001
 FACSIMILE NUMBER: 520-792-4055
 WEB SITE: www.dustdr.com
 REPRESENTATIVE NAME: Marty Koether
 REPRESENTATIVE TELEPHONE NUMBER: 520-449-3832
 REPRESENTATIVE E-MAIL: marty@dustdr.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"/>	0
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

1% 10 DAYS NET 30 DAYS

Title	Unit	Qty	UofM	Bidder Notes
	Price			
Liquid Copolymer	\$3.25	1	gallon	Soil~Sement Loaded into County vehicles at EarthCare Consultants listed site locations
Site Location(s) for Pick-Up		1	each	2337 W. Tonapah Salome Hwy. Buckeye, AZ 85326
				or 10241 South 49th Drive Laveen, AZ 85339
Delivery of Products	\$0.45	1	mile	
Applied	\$3.93 \$4.09 \$4.19 Eff. 06/18/15	1	gallon	Soil~Sement Delivered and Applied as per contract with EarthCare Consultants equipment and operator(s).
Water	\$0.05	1	gallon	water labor overhead
Standby Time	\$45.00	1	hour	
Storage Tanker Rental	\$120.00	1	day	
Overtime Rate	\$35.00	1	hour	
Warranty / Guarantee		1	each	Soil~Sement product/applications shall be free of defects and workmanship. The Warranty period and requirements will be adhered to by EarthCare Consultants as per Section 2.13 WARRANTY in the contract documents.

SERIAL 12131-C

EARTHCARE CONSULTANTS LLC, 12650 SOUTH DUSTY WASH TRAIL TUCSON, AZ 85735

Rate / Fee Policy		1	each	10% Restocking Fee for material returned within 30 days of purchase.
Additional Pricing	\$0.00	1	each	N/A
Product & Pricing Structure		1	each	Prices per gallon for Soil~Sement in bulk are FOB EarthCare Consultants' Maricopa County Locations. Prices per gallon for Soil~Sement Delivered and Applied by EarthCare Consultants are FOB the County Jobsite Locations.

PRICING SHEET: NIGP CODE 75045

Vendor Number: 2011002618 0

Certificates of Insurance Required

Contract Period: To cover the period ending **January 31, 2016 2019.**

DUST PALLIATIVE / STABILIZER

1.0 INTENT:

The intent of this invitation for bids is to establish a contract for Dust Palliative / Stabilizer and related items. The quantities estimated in this specification are for reference only. Typically, all products and the application thereof will be delivered to the specified job site by the awarded vendor(s), in a concentrated form. (The County may desire to pick-up and deliver small quantities of product at times, with County equipment and personnel.). All materials ordered through this contract shall be by purchase order only through a Maricopa County Department.

Other governmental entities under agreement with the County may have access to services provided hereunder (see also Sections 2.18 and 2.19, 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 TECHNICAL REQUIREMENTS:

2.1.1 Acrylic Copolymer: (Soil-Sement or equivalent)

Acrylic copolymer dust palliative/stabilizer product shall conform to the requirements of MAG Section 792.2 (A) and section 230, except replace ASTM Test Method D244 with D2834 and as modified herein.

2.1.2 Product Qualifications:

2.1.2.1 Contractor shall submit test reports to show that the dust palliative/stabilizer product proposed for use meets the following minimum requirements.

2.1.2.2 Testing must be specific to the proposed product and not generic to typical industry acrylic copolymer products.

2.1.2.3 Testing shall be performed by independent AASHTO accredited laboratories, and signed and sealed by Professional Engineers registered in the State of Arizona.

2.1.3 Performance Tests:

2.1.3.1 Contractor shall submit tests showing the CBR (California Bearing Ratio) value of an untreated local A-7 soil and CBR values of that same soil at the vendor selected copolymer concentrate percentage. Results of treated soil must show a minimum 25% increase in CBR value over the untreated soil for the product to be accepted.

2.1.3.2 The test method used shall be in accordance with ASTM D1883 Test Method for CBR of Laboratory Compacted Samples, modified as follows:

2.1.4 Curing:

CBR specimens, after molding, shall be left in their mold, on their sides and cured in the laboratory air for 7 days prior to being immersed in water for 96 hours and then tested for CBR.

2.1.5 Moisture Content

2.1.5.1 CBR samples shall be compacted at the optimum moisture content, both treated and untreated (ASTM D698, method C). Three specimen averages required. Surcharge weight shall be 10 lbs.

2.1.5.2 Test reporting shall include all the information required by ASTM D1883, Section 10.0 for both treated and untreated CBR samples. In addition, the penetration vs. stress plot ~~w~~ for each test shall be included (ASTM D1883, Fig. 2).

2.1.6 Material Tests:

2.1.6.1 Contractor shall submit a test report showing that the undiluted acrylic copolymer (concentrate) product is in conformance with the material requirements as specified in MAG Section 792 for specific gravity, active solids content, pH and viscosity.

2.1.6.2 The Contractor is responsible for any costs associated with the testing of soil prior to the application of acrylic copolymer product and testing of the acrylic copolymer product as specified herein.

2.1.7 Shelf Life:

Product shall have a shelf life of at least 15 calendar days from the date of delivery to the County. If the product is unusable due to manufacturer defects within the shelf life, Contractor assumes full responsibility, and shall reimburse the County for returned product, at the contract unit price.

2.2 GENERAL SPECIFICATIONS:

2.2.1 Reference Standards:

Reference to standards and/or specifications herein shall be interpreted to mean the latest revision unless noted otherwise. The following abbreviations appear in this Specification.

ADOT	Arizona Department of Transportation Standard Specifications for Road and Bridge Construction
Test Method	Arizona Department of Transportation Materials Testing Manual
ASTM	American Society for Testing and Materials
MAG	Maricopa Association of Governments Uniform Standard Specifications for Public Works Construction

The following standards shall be made part of this Specification

ADOT 404	Bituminous Treatments
ASTM D698	Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft ³ (600 kN-m/m ³))
ASTM D1883	Test Method for CBR (California Bearing Ratio) of Laboratory-Compacted Soils
ASTM D2834	Test Method for Nonvolatile Matter (Total Solids) in Water-Emulsion Floor Polishes, Solvent-Based Floor Polishes, and Polymer-Emulsion Floor Polishes
ASTM D4944	Test Method for Field Determination of Water (Moisture) Content of Soil by the Calcium Carbide Gas Pressure Tester

ASTM D6938 Test Method for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth)

MAG 792 Dust Palliative

2.2.2 Submittals:

2.2.2.1 The Contractor shall provide the following submittal items at the time of bid. The document shall be bound together with a cover sheet titled "Dust Palliative/Stabilizer Submittals" and stating the project title with bid request number, name and address of bidder, name and address of dust palliative/stabilizer product vendor, and dust palliative/stabilizer product type and trade name. Failure to provide adequate proof of conformance to the criteria herein shall be considered grounds for rejection of product and/or bid.

2.2.2.1.1 Dust palliative / stabilizer product Applicator's qualifications in accordance with Section 2.2.13.

2.2.2.1.2 Test reports and certifications: Proof of conformance of materials to the criteria defined in Section 2.1 in the form of test reports and certifications.

2.2.2.1.3 Proof of compliance with all environmental requirements in accordance with Section 2.2.4.

2.2.3 Contractor equipment:

2.2.3.1 The Contractor shall provide distribution equipment and on site storage tank necessary to complete the work as requested by the County. All equipment used for this work is subject to approval by the County Engineer. Equipment which fails to provide an acceptable application of properly diluted dust palliative/stabilizer product or does not perform satisfactorily shall be removed from the project and replaced with acceptable equipment meeting the requirement of this specification.

2.2.3.2 Dust palliative/stabilizer product shall be applied by a pressure-type distribution vehicle equipped with a power unit for the pump, full circulation spray bars adjustable laterally and vertically, and computer controls. The distribution vehicle shall be calibrated to ensure a controlled application method. Valves which control the flow from nozzles shall be of a positive active design so as to provide a uniform, unbroken spread of dust palliative/stabilizer on the surface.

2.2.3.3 Distributor equipment shall be equipped with a tachometer and pressure gauge. To provide for accurate, rapid determination and control of the amount of dust palliative being applied, distributor equipment shall include one or more of the following: accurate volume measuring devices, a calibrated tank, and/or a certified meter or weight tickets and calibration charts relating to the specific gravity of the concentrate and/or dilution. A sight glass on the tank that has been calibrated or a tank that has gone through a calibration process with a graduated, calibrated rod is an example of "accurate volume measuring devices."

2.2.3.4 Distributor trucks shall be in accordance with ADOT Section 404-3.02, except as modified herein. Distributor trucks shall be designed, equipped, maintained and operated so that dust palliative/stabilizer product may be applied uniformly on variable widths of surface up to 16 feet at readily determined and controlled rates from 0.03 to 1.0 gallons per square yard, with uniform pressure, and with an allowable transverse variation from any specified rate not to exceed 10% or 0.02 gallon per square yard, whichever is less.

2.2.3.5 Distributor trucks proposed for use shall have been tested within 6 months from the date of spreading to determine the rate of the transverse spread.

2.2.3.6 The contractor shall furnish the County with evidence that the transverse spread of the distributor truck, when the trucks were approved for use, was as uniform as practicable and under no condition was there a variance on any of the test pads greater than the allowable transverse variation; however, the County may require that each distributor truck be tested to determine the rate of the transverse spread. The rate of the transverse spread shall be determined in accordance with the requirements of Arizona Test Method 411.

2.2.4 Environmental Compliance:

2.2.4.1 Chemical dust palliative/stabilizer product shall be in compliance with the environmental criteria as described in MAG Section 792.3, except as modified herein.

2.2.4.2 Contractor shall provide a copy of the current Material Safety Data Sheet (MSDS) for the dust palliative/stabilizer product with their bid. The MSDS must include all chemical compounds present in concentrations greater than 1.0% for dust palliative/stabilizer product.

2.2.4.3 Contractor shall provide adequate proof that storm water runoff from treated areas (as a result of application of the chemical dust palliative/stabilizer product) shall not contain concentrations that exceed benchmark values of the parameters designated in Table 3 (Parameter Benchmark Values (page 64767), Section VI Summary of Common Permit Conditions, subsection E-Monitoring and Reporting Requirements) of the Final Reissuance of the National Pollutant Discharge Elimination System Storm Water Multi-Sector General Permit for Industrial Activities, as of Monday, October 30, 2000 or the Arizona Surface Water Quality numeric standards as defined in the Arizona Administrative Code, Title 18, Chapter 11, for stretches of the Salt River in Phoenix, Arizona. *Adequate proof can be shown by providing all of the following:*

2.2.4.3.1 Complete aquatic toxicity test for lethal concentration at 50% (LC50).

2.2.4.3.2 Provide complete and accurate listing of all individual chemical constituents (including proprietary chemical information) and percentage of each in a given volume of pure chemical product.

2.2.4.3.3 Surface water runoff test. This test involves running distilled water over a treated soil area, collecting the test water, and submitting to a certified lab for analysis.

2.2.4.4 Contractor shall obtain from the dust palliative/stabilizer product manufacturer independent verification and certification of performance and environmental claims by a recognized agency of the United States or Canadian Precertification or Environmental Technology Verification programs for chemical dust suppressants. Verification and certification shall be submitted to the Buyer at time of bid.

2.2.5 Certificates of Compliance:

Contractor shall provide a certificate of compliance with each lot purchased. The certifications shall state as a minimum that the product complies with specifications submitted with the bid.

2.2.6 Delivery:

Contractor shall be required to deliver and apply bulk concentrated product as determined by the County, to any part of Maricopa County within seven (7) days of receipt of Purchase Order. ~~Minimum order quantity shall typically be 4000 gallons of concentrate, unless requested otherwise.~~ **No minimum for product only.**

2.2.7 Application Dust Control:

Work shall consist of topical application of diluted acrylic copolymer dust palliative, and other associated miscellaneous work required for the completion of the work. Miscellaneous work includes, but is not limited to, handling of onsite tanker, pumping, dilution and mixing product, record keeping and reporting daily usage, providing sample containers, sampling and on-site technical support. Minor grading, moisture conditioning, and compaction will be done by the County. County shall provide water for product dilution at the site.

2.2.8 Terminal Facilities:

Contractor shall have terminal facilities in the Phoenix Metropolitan area where the County can use their own equipment to pick up reasonable and minimum quantities of contract materials Monday through Friday, 5:00 a.m. to 4:00 p.m.

2.2.9 Measuring Device:

2.2.9.1 Contractor shall have a “calibrated” device capable of accurately measuring, in gallons, the amount of material loaded into trucks.

2.2.9.2 This device will be used by the contractor at all times to accurately measure the amount of material, in gallons, loaded into vendor supplied or County supplied trucks.

2.2.10 Mixing Water:

Product shall be easily prepared for application by mixing with water at ambient temperature from sources, including but not limited to, wells, canals, lakes, and fire hydrants. The County will provide water on site for the vendor’s use to dilute product.

2.2.11 Application Preparation:

The County will pre-moisten the application area with water to a point short of optimum moisture content, to break surface tension.

2.2.12 On-site Technical Assistance:

Contractor shall provide on-site technical assistance during application, when requested by the County, to offer advice regarding proper dilution ratios and application rates in various soil types, at no additional cost to the County.

2.2.13 Quality Assurance:

2.2.13.1 **Applicator’s Qualifications:** The entity (hereafter noted as “Applicator”) who will apply the dust palliative/stabilizer product (either the Bidder or a subcontractor to the Bidder) must meet or exceed the following qualifications. Bids that include Applicators who do not meet the following qualifications outlined herein may be deemed non-responsive and will not be considered. The Applicator must:

2.2.13.2 Have at least three (3) years of experience within the last five (5) years serving as either a primary contractor or subcontractor in delivering and applying dust palliative/stabilizer product services.

2.2.13.3 Provide a minimum 3 local references to demonstrates that the Applicator is familiar with local environmental and permitting requirements associated with soil stabilization and dust palliative. The references shall include the company/organization name, contact person and telephone number.

2.2.13.4 Provide copy of State of Arizona Registrar of Contractors License.

2.2.14 Quality Control:

2.2.14.1 The Contractor must provide manufacture-trained personnel for on-site technical assistance during delivery and application. This technical assistance is to assure that the acrylic copolymer dust palliative/stabilizer product is applied to proper dilution ratios and application rates on various soil, and subgrade types for optimum results.

2.2.14.2 At the start of each work day, the bulk tanker will be measured to verify the gallons of liquid polymer product brought to the job site. At the end of the day, the bulk tanker will be measured to verify the gallons of liquid polymer product remaining at the job site. The distributor truck shall be inspected to insure it is empty at the end of the day. The total gallons of liquid polymer product used for the day will be established by the start and end of day measurements of the bulk tanker. The contractor shall perform the work and be witnessed by the County Inspector. The County Inspector may use the contractor's calibrated measuring device or other measuring devices at any time to check tank levels.

2.2.14.3 A daily "Gallon Use Report", provided by the Contractor, will be filled out by the distributor truck driver or Contractor. The report will also identify the size of area treated for the day. It will be verified and signed by the County Inspector. This report will be used to verify application rate and total product used. If the report indicates that the minimum application rate was not achieved, the work shall be deemed deficient by the county and additional product applied by the Contractor.

2.2.15 Product Verification:

2.2.15.1 The Contractor, in the presence of the County Inspector, shall obtain samples of the bulk, undiluted liquid polymer product as it is delivered to the job site. Samples shall be taken from each bulk tanker that delivers the liquid polymer for product verification testing purposes. If the bulk undiluted liquid polymer is delivered in containers, a sample must be taken from each container delivered to the job site. The County Inspector will select the exact locations and times of sampling. The obtained liquid polymer samples will be split in three equal portions, whereby the Contractor may retain one sealed portion for verification testing, and the Engineer will retain two sealed portions. One portion of the Buyer's samples will be provided to an AASHTO accredited test lab chosen by the Contractor. The other sample will be held for backup until the testing is completed. Sample containers will be labeled and sealed by the Contractor under the supervision of the County Inspector.

2.2.15.2 The accredited lab will test the product utilizing ASTM D2834 to confirm that the liquid polymer product delivered and applied meets the requirements of specifications for active solids. All testing and will be provided by the Contractor (vendor) at no charge to the Buyer.

2.2.15.3 If the test reports indicate that the minimum acceptable active solids content value (as specified in MAG Section 792.2 (A)) is not achieved, the quality of the liquid polymer product shall be deemed deficient by the County. The delivery and application of a deficient product shall be stopped-

2.2.15.4 The Contractor may perform additional verification testing on the split samples obtained. In case of dispute, where the verification tests produce different results by the Contractor than the County, the County will hire a different independent AASHTO accredited testing laboratory to perform a third round of testing. Such testing and the results of the testing shall be considered final by both the County and Contractor for verification.

2.2.16 Deficiencies:

If product active solids content, of the concentrate are found deficient at any time, the Contractor shall remove that product from the site and replace it with new material. Product will not be applied until new test results are compliant.

2.2.17 Cleaning:

Contractor shall be responsible to assure that acrylic copolymer dust palliative/stabilizer product is prevented from over-spraying onto adjacent landscaping, property, improvements, etc. Any damage resulting from over-spray shall be corrected at the Contractor's expense. **Contractor shall have on hand adequate cleaning supplies for each jobsite on a daily basis. Contractor shall be responsible for any and all damages that occur as a result of improper clean-up measures being done in a timely fashion.**

2.3 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.

2.4 DELIVERY AND INSTALLATION:

2.4.1 Delivery is desired as soon as possible, but **REQUIRED** no later than Seven (7) days after Contractor's receipt of a purchase order or contract release order.

2.4.2 The Contractor shall be responsible to install and present for inspection all equipment in a complete and ready-for-use condition with all components functioning, cleaned and tested.

2.4.3 Delivery shall be F.O.B. Destination Freight Prepaid within Seven (7) days of receipt of Using Agency purchase order, to any delivery location within Maricopa County.

2.5 EXPEDITED DELIVERY:

2.5.1 If the Using Agency determines that rush shipping or other alternate shipping is required, it shall notify the Contractor. The Contractor shall determine any additional costs associated with such delivery terms and communicate that cost to the Using Agency.

2.5.2 The Using Agency shall not advise the Contractor to proceed with an expedited shipment until acceptable terms are agreed upon and a purchase order is issued. Upon agreeing to the additional costs, the Using Agency shall advise the Contractor to proceed.

2.5.3 Upon receipt of material(s) and invoicing, the Using Agency shall ensure that any additional charges are in compliance with and do not exceed agreed to costs. The Using Agency shall retain all documents related to these costs within the agency purchase file.

2.6 SHIPPING DOCUMENTS:

A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

2.6.1 Contract Serial number.

2.6.2 Contractor's name and address.

2.6.3 Using Agency name and address.

2.6.4 Using Agency purchase order number.

2.6.5 A description of product(s) shipped, including item number(s), quantity (ies), number of containers and package number(s), as applicable.

2.7 SHIPPING TERMS:

Bid price(s) and terms shall be F.O.B. Destination at:
Project sites to be determined
Within Maricopa County

2.8 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.

2.9 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.

2.10 STOCK:

The Contractor shall be expected to stock locally, sufficient quantities as may be necessary to meet the County's needs.

~~2.11 WAREHOUSE/DISTRIBUTION CENTER:~~

~~The Contractor shall have access to a local warehouse/distribution center(s) within the Phoenix, Arizona metropolitan area capable of providing the material(s) listed herein at the time of bid submission.~~

2.12 DISCONTINUED MATERIALS:

2.12.1 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:

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

2.12.1.2 Documentation that names the replacement material.

- 2.12.1.3 Documentation that provides clear and convincing evidence that the replacement material meets or exceeds all specifications required by the original solicitation.
- 2.12.1.4 Documentation that provides clear and convincing evidence that the replacement material will be compatible with all the functions or uses of the discontinued material.
- 2.12.1.5 Documentation confirming that the price for the replacement is the same as or less than the discontinued material.

2.12.2 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.

2.13 **WARRANTY:**

2.13.1 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.

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

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

2.13.2.2 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.

2.14 **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.

2.15 **INVOICES AND PAYMENTS:**

2.15.1 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
- Freight (if applicable)
- Extended price
- Mileage w/rate (if applicable)

- Arrival and completion time (if applicable)
- Total Amount Due

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

2.15.3 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).

2.15.4 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.

2.16 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.

2.17 FUEL COST PRICE ADJUSTMENT:

2.17.1 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.

2.17.2 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.

2.17.3 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.

2.17.4 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).

2.17.5 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>).

2.17.6 The fuel surcharge shall be based on the current quarterly index of the West Coast less California (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/>

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

2.17.7.1 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.

2.17.7.2 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.

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

2.18 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 state so** 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.

2.19 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 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 A+. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

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

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

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

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

3.5.6 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be

obligated to review policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

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

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

3.5.9 Commercial General Liability:

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

3.5.10 Automobile Liability:

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

3.5.11 Workers' Compensation:

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

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

3.5.12 Certificates of Insurance.

3.5.12.1 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon ten (10) business days. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**

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

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

3.5.13 Cancellation and Expiration Notice.

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

3.6 PROCUREMENT CARD ORDERING CAPABILITY:

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

3.7 INTERNET ORDERING CAPABILITY:

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

3.8 ORDERING AUTHORITY.

3.8.1 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).

3.8.2 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.

3.8.3 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 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.

3.8.4 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 Contractor.

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 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.

3.10 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, additionally 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~~ **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 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 unethical 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 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.