

SERIAL 12137 S LOOP DETECTOR INSTALLATION SERVICES

DATE OF LAST REVISION: August 13, 2015 CONTRACT END DATE: November 30, 2018

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

TO: All Departments
FROM: Office of Procurement Services
SUBJECT: Contract for **LOOP DETECTOR INSTALLATION SERVICES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **November 08, 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.

Wes Baysinger, Chief Procurement Officer
Office of Procurement Services

NP/at
Attach

Copy to: Office of Procurement Services
Larry Hall, MCDOT

(Please remove Serial 06096-S from your contract notebooks)

CPC CONSTRUCTION, LLC, INC., 1534 W. SCOTT AVENUE, GILBERT, AZ 85233

COMPANY NAME: CPC Construction, Inc. LLC

DOING BUSINESS AS (DBA) NAME: _____

MAILING ADDRESS: 1534 W. Scott Ave. Gilbert, AZ 85233

REMIT TO ADDRESS: Same

TELEPHONE NUMBER: 480-839-6300

FACSIMILE NUMBER: 480-820-9958

WEB SITE: _____

REPRESENTATIVE NAME: Troy Colby ~~Stephanie Harper~~ Mark Wible, Patty Covelli

REPRESENTATIVE TELEPHONE NUMBER: 480-839-6300

REPRESENTATIVE E-MAIL: mwible@cpconstruction.com pcovelli@cpconstruction.com
teolby@cpconstruction.com sharper@cpconstruction.com

	YES	NO	REBATE
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"/>	

NET 30 DAYS

PRIMARY

COUNT STATION DETECTORS		
Title	Asphalt Installation	Concrete Installation
6' X 6' STANDARD	\$750.00	\$850.00
PRESENCE DETECTORS		
Title	Asphalt Installation	Concrete Installation
6' x 12' Quadropole	\$750.00	\$850.00
6' x 15' Quadropole	\$800.00	\$900.00
6' x 20' Quadropole	\$875.00	\$975.00
6' x 30' Quadropole	\$950.00	\$1,050.00
6' x 40' Quadropole	\$1,000.00	\$1,200.00
6' x 50' Quadropole	\$1,150.00	\$1,400.00
6' x 60' Quadropole	\$1,400.00	\$1,700.00
6' x 70' Quadropole	\$1,600.00	\$1,900.00
Pull Box (#5) Installed	\$225.00	\$225.00
2" Conduit Installed Horizontal Boring	\$100.00	\$100.00
Boring Under Roadway, 3" PVC	\$110.00	\$110.00
Loop Detector Lead-in Sawcut	\$5.00	\$5.00
Trenching/Concrete Encasing	\$75.00	\$75.00

CPC CONSTRUCTION, LLC, INC., 1534 W. SCOTT AVENUE, GILBERT, AZ 85233

2" CONDUIT INSTALLED (NATIVE LANDSCAPE)		
Title	Asphalt Installation	Concrete Installation
1' - 20'	\$45.00	\$45.00
21' - 100'	\$42.50	\$42.50
OVER 100'	\$40.00	\$40.00
2" CONDUIT INSTALLED (GRASS LANDSCAPE)		
Title	Asphalt Installation	Concrete Installation
1' - 20'	\$45.00	\$45.00
21' - 100'	\$42.50	\$42.50
Over 100'	\$40.00	\$40.00
2" CONDUIT INSTALLED (DESERT LANDSCAPE)		
Title	Asphalt Installation	Concrete Installation
1' - 20'	\$45.00	\$45.00
21' - 100'	\$42.65	\$42.50
Over 100'	\$40.00	\$40.00

ADDITIONAL ITEMS			
Title	Asphalt Installation	Concrete Installation	Bidder Notes
Additional Items	\$0.00	\$0.00	No Description Given for this Item
Traffic Control - Additional Lane Closure, Per lane	\$200.00	\$200.00	
Traffic Control - Uniformed Off Duty Police Officer	\$60.00	\$60.00	
Utility Location (Potholing)	\$250.00	\$250.00	
Additional Services Offered	\$0.00	\$0.00	None

PRICING SHEET: NIGP CODE 96882

Vendor Number: **2011004138-0 2011004402 0**

Certificates of Insurance: **Required**

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

KIMBRELL ELECTRIC, INC, 7593 NORTH 73RD DRIVE, GLENDALE, AZ 85303

COMPANY NAME: Kimbrell Electric, Inc

DOING BUSINESS AS (DBA) NAME: _____

MAILING ADDRESS: 7593 North 73rd Drive Glendale, Arizona 85303

REMIT TO ADDRESS: 7593 North 73rd Drive Glendale, Arizona 85303

TELEPHONE NUMBER: 602-265-2111

FACSIMILE NUMBER: 623-931-9963

WEB SITE: _____

REPRESENTATIVE NAME: John C. Kimbrell

REPRESENTATIVE TELEPHONE NUMBER: 602-265-2111

REPRESENTATIVE E-MAIL: Johnk@kimbrellelectric.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 type="checkbox"/>	<input checked="" type="checkbox"/>
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NET 45 DAYS

SECONDARY

COUNT STATION DETECTORS		
Title	Asphalt Installation	Concrete Installation
6' X 6' STANDARD	\$750.00	\$900.00
Title	Asphalt Installation	Concrete Installation
6' x 12' Quadropole	\$775.00	\$925.00
6' x 15' Quadropole	\$800.00	\$950.00
6' x 20' Quadropole	\$825.00	\$975.00
6' x 30' Quadropole	\$950.00	\$1,050.00
6' x 40' Quadropole	\$1,050.00	\$1,150.00
6' x 50' Quadropole	\$1,150.00	\$1,350.00
6' x 60' Quadropole	\$1,250.00	\$1,450.00
6' x 70' Quadropole	\$1,350.00	\$1,550.00
Pull Box (#5) Installed	\$425.00	\$525.00
2" Conduit Installed Horizontal Boring	\$22.00	\$24.00
2" Conduit Installed Horizontal Boring	\$100.00	\$100.00
Boring Under Roadway, 3" PVC	\$26.00	\$28.00
Loop Detector Lead-in Sawcut	\$1.50	\$2.25
Trenching/Concrete Encasing	\$14.00	\$18.00

KIMBRELL ELECTRIC, INC, 7593 NORTH 73RD DRIVE, GLENDALE, AZ 85303

2" CONDUIT INSTALLED (NATIVE LANDSCAPE)		
Title	Asphalt Installation	Concrete Installation
1' - 20'	\$15.00	
21' - 100'	\$13.00	
OVER 100'	\$8.00	
2" CONDUIT INSTALLED (GRASS LANDSCAPE)		
Title	Asphalt Installation	Concrete Installation
1' - 20'	\$16.00	
21' - 100'	\$14.00	
Over 100'	\$10.00	
2" CONDUIT INSTALLED (DESERT LANDSCAPE)		
Title	Asphalt Installation	Concrete Installation
1' - 20'	\$16.00	
21' - 100'	\$15.00	
Over 100'	\$12.00	

ADDITIONAL ITEMS			
Title	Asphalt Installation	Concrete Installation	Bidder Notes
Traffic Control - Additional Lane Closure, Per lane	\$375.00		375.00 Per Day
Traffic Control - Uniformed Off Duty Police Officer	\$64.00		64.00 Per Hour
Utility Location (Potholing)	\$12,500.00 \$125.00	\$150.00	
Additional Services Offered	\$150.00	\$175.00	

PRICING SHEET: NIGP CODE 96882

Vendor Number: 2011000477 0

Certificates of Insurance Required

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

LOOP DETECTOR INSTALLATION SERVICES

1.0 INTENT:

The intent of this Invitation for Bids is to establish a contract to provide service, material, and equipment for Loop Detector Installation work to be furnished to the Maricopa County Department of Transportation (MCDOT) and other governmental entities, as covered by purchase order only.

Other governmental entities under agreement with the County may have access to services provided hereunder (see also Sections 2.22 and 2.23, below).

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

2.0 SCOPE OF SERVICES:

2.1 TECHNICAL REQUIREMENTS:

- 2.1.1 Maricopa County, in its function as Procurement Agency for the AZ Tech Public/Private Partnership is soliciting bids from qualified contractors to furnish all necessary labor, tools, equipment, parts and supplies to perform the installation of 6' x 6' and other loop detectors at various locations throughout Maricopa County.
- 2.1.2 This Invitation for Bids also solicits contractors to submit bids in the installation of Quadrupole Loops in various sizes as specified in the pricing page. These installations will be on an on-call, as needed basis.
- 2.1.3 The contractor shall extend this pricing to the respective cities for additional work or furnish work the respective agency may request.
- 2.1.4 Successful contractor or contractors shall be required to obtain all applicable permits and licenses (including right-of-way permits) and to comply with all Federal, State and Local laws, ordinances, regulations and safety standards.
- 2.1.5 Contractors shall be required to obtain and comply with the applicable detector loop specifications of the agency that has jurisdiction where the detector loops are being installed. Specifications for participating agencies may be found on the MAG web site link:http://www.azmag.gov/communications/Specs_and_Details/Specs-Details_AgencySupplementals.asp
- 2.1.6 The list of agencies currently making use of this contract are:
 - 2.1.6.1 Maricopa County
 - 2.1.6.2 City of Phoenix
 - 2.1.6.3 City of Glendale
 - 2.1.6.4 City of Tempe
 - 2.1.6.5 City of Mesa
 - 2.1.6.6 Town of Paradise Valley
 - 2.1.6.7 Town of Gilbert
 - 2.1.6.8 ADOT

2.2 WORK LOCATION:

Loop Detector installations shall be performed according to an approved State, County or Municipal Installation Work Order as per section 2.3, Work Schedule.

2.3 WORK SCHEDULE:

- 2.3.1 The work schedule shall be specified by the State, County or City Traffic Engineer of each respective jurisdiction and/or by the Contract Administrators' authorized representative.
- 2.3.2 The State, County or City reserves the right to make minor adjustments in the schedule at any time in order to avoid conflict with roadway construction or maintenance operations, or to better serve the agency needs.
 - 2.3.2.1 Work hours shall conform to the respective agencies' barricading manual where the work is being performed.
- 2.3.3 No work shall commence without prior written approval of the State, County or Municipal Transportation Department who has jurisdiction where the work is being completed.
- 2.3.4 Within five (5) working days of receipt of an approved Loop Detector Installation Work Order, the Contractor shall provide the Agency with a confirming work schedule. The confirmation may be submitted by FAX, voice, phone or personal visit.
 - 2.3.4.1 The schedule shall include number of workers, date of Blue Stake, Blue Stake Log Number, date and time that work shall start and anticipated completion time. Upon approval by the Department, the Contractor may implement the approved schedule.
- 2.3.5 The Contractor shall adhere to the approved work schedule and shall complete all routine work during the calendar week in which it is scheduled unless circumstances occur which are beyond the control of the Contractor. All scheduled work NOT completed during the week scheduled shall be reported to the Department in writing on the first work day of the following week. The report shall include an explanation of WHY the work was not completed and plans for getting the work on schedule.

2.4 WORK DETAILS:

2.4.1 General:

Detectors shall be installed as shown on the installation plans, as shown in the Standard Drawings, and as directed by the Engineer. The installation of the loop detectors shall be such that the operation shall not be affected by temperature changes, water, ice, rain, snow, chemicals, or electromagnetic noise. Contractor shall install, test, and have the loop detectors operational no later than thirty (30) days after issue of notice to proceed.

2.4.2 Hold Down Tabs:

2.4.2.1 Hold down tabs shall be used at the option of the agency responsible of the maintenance of the detector loop. This option shall be called out on the plan sets where applicable.

2.4.3 Saw Cut Sealant:

2.4.3.1 Saw cuts shall be sealed with an approved sealant. All slots cut in the pavement shall be washed out with a high-pressure stream of water and dried, before installing conductors.

2.4.3.2 After the conductors are installed in the slots, the slots shall be filled to specified depth from the pavement surface with the sealant, in accord with agency

requirements. Before the sealant sets up, the surplus sealant shall be removed from the road surface without the use of solvents.

2.4.3.3 The handling of the sealant and the filling of the saw cut shall be in accordance with the directions of the manufacturer. Blotter sand shall be applied as directed by the Engineer.

2.4.4 Splices:

2.4.4.1 The detector sensor conductors shall be spliced to the detector lead-in cable in the adjacent pull box.

2.4.4.2 Detector lead-in cables shall run continuous and unspliced to the controller cabinet. Detector lead-in cables shall not be spliced without the approval of the Engineer.

2.4.4.3 All detector wire splices shall be soldered using resin core solder with 60 percent tin and 40 percent lead. The splices shall be sealed from moisture with self-encapsulating fit caps. When heated, the fit cap's inner thermoplastic adhesive shall temporarily melt and the fit cap's outer wall will shrink. A weatherproof bond shall form as a result. Some agencies may, at their discretion, elect to splice the loops in the box. The detector lead-in cable shield shall only be grounded on one end in the control cabinet.

2.4.5 Detector Loop Installation Field Tests:

2.4.5.1 Before and after the saw cut sealant has been installed, the Contractor shall perform an insulation resistance-to-ground test. The insulation resistance-to-ground shall be at least 100 megohms when measured at a voltage between 400 volts and 600 volts D.C.

2.4.5.2 The Contractor, at no cost to the State, County or Municipality, shall replace any loop detector that does not meet the above requirement or cannot be tuned to the Engineer's satisfaction.

2.4.6 Conduit Installations:

2.4.6.1 Conduits in protected areas such as behind curbs, in sidewalks, etc., that are not subject to any vehicular traffic shall be at a minimum depth per agency specifications.

2.4.6.2 Conduits installed under roadways, driveways or any open areas where it is possible for vehicles to drive, shall be at a minimum depth per agency specifications.

2.4.6.3 A permanent marker shall be placed on or back of the curb, over loop stub-out.

2.4.6.4 The Contractor shall place warning tape in all trenches in which new conduit is placed. All warning tape shall be buried at a depth of six to eight inches below the finished grade.

2.4.6.5 Conduit warning tape shall be a four mil inert plastic film specially formulated for prolonged use underground. All tape shall be highly resistant to underground alkalis, acids, and other destructive agents found in the soil.

2.4.6.6 Tape shall have a continuous printed message warning of the location of underground conduits. The message shall be in permanent ink specifically formulated for prolonged underground use and shall bear the words,

“CAUTION--ELECTRIC LINE BURIED BELOW” in black letters on a red background.

2.4.6.7 Conduit entering pull boxes shall terminate a minimum of three inches inside the box wall. The conduit shall be between two inches and four inches above the bottom of the pull box and shall be sloped to facilitate pulling of conductors.

2.4.6.8 Conduit shall be installed under existing pavement by jacking or drilling methods approved by the Engineer.

2.4.6.9 Open trench excavation across an existing roadway shall not be permitted without the written permission of the Engineer. Jacking and drilling pits shall be kept two feet clear of the edge of the pavement. Pull boxes shall be installed in accordance with the details shown on the project plans and the standard drawings. Pull boxes shall be installed flush with the finished grade.

2.5 QUALITY CONTROL-MATERIAL:

2.5.1 VEHICLE DETECTORS:

2.5.1.1 General:

2.5.1.1.1 Detectors shall conform to the minimum acceptable design and operating requirements of these specifications for detecting the presence or passage of vehicles.

2.5.1.2 Loop Detectors:

2.5.1.2.1 The detector loop dimension shall be **6' x 6'** or as specified on the plans. The Contractor may bid a 6' diameter round loop as an alternative to the 6' x 6' loop. (If the Contractor bids a round loop, this shall be provided as a supplement to the conventional 6' x 6' loop. The loop shall have four turns of wire unless otherwise noted on the plans.) Quadrupole loops shall be 2-4-2 turn configuration.

2.5.1.3 Roadway Loop Detector Wire:

2.5.1.3.1 Loop detector wire shall be stranded number 14 AWG copper rated at 600 volts with THWN insulation. All loops are to be wire-in-duct Type wire (Detect-a-duct IMSA 51-5 or approved equal, #14 stranded, inside .25 inch PVC tubing) unless otherwise specified by the agency.

2.5.1.3.2 The wire shall be enclosed in factory extruded PVC flexible tubing by the wire manufacturer. Contractor assembly of the wire in the flexible tubing shall not be acceptable.

2.5.1.3.3 Wire Marking Tags:

2.5.1.3.4 Wire marking tags shall conform to ADOT Standard Specification Section 732-2.02.

2.5.2 CABLE:

2.5.2.1 Shielded Cable:

2.5.2.2 Shielded cable used for loop detector lead-in cable shall be IMSA 50-2 or a pre-approved equal. The Contractor shall provide separate conductors for each loop to the control cabinet.

2.6 INSTALLATION OF ELECTRICAL CONDUIT AND PULL BOXES:

- 2.6.1 The Contractor may, at his option and expense, use a larger size conduit than specified provided the larger size is continuous for the entire length of the run from outlet to outlet. Reducing couplings shall not be permitted. Changes in the location and size shown on the installation plans shall be documented by the Contractor and submitted to the Engineer.
- 2.6.2 The PVC conduit shall be cut square and trimmed to remove all rough edges. Conduit connections shall be of the solvent weld type. Purple primer conforming to the requirements of ASTM F 656 shall be applied to the joined surfaces prior to use of cement.
- 2.6.3 The joint cement shall be the gray PVC cement conforming to the requirements of ASTM D 2564.
- 2.6.4 All PVC conduits shall be stored and handled in an approved manner to minimize ultraviolet deterioration due to exposure to sunlight.
- 2.6.5 Except for factory bends, conduit bends shall have a radius of not less than that specified in the NEC. Conduit shall be bent without crimping or flattening, using the longest radius practicable.

2.6 SAW CUT SEALANT:

- 2.6.1 Saw cut sealant shall be a flexible encapsulate intended for sealing and protecting vehicle detector loop wires installed in saw cuts.
- 2.6.2 The type of sealant shall be determined by the agency responsible for the maintenance of the loop. Sealant shall be per agency specification and shall be types shown or pre-approved equal:
 - 2.6.2.1 3M Epoxy Loop Sealant
 - 2.6.2.2 Crafcoc Hot-melt Loop Sealant
 - 2.6.2.3 Tri-American TA-500 Loop Sealant
 - 2.6.2.4 Brewer Cote Single Component Cold Pour Sealant

2.7 MAINTENANCE AND PROTECTION OF TRAFFIC:

- 2.7.1 All traffic shall be maintained through the work area and protected in accordance with the requirements of the Manual on Uniform Traffic Control Devices (as revised, including future revisions), the ADOT Traffic Control Manual for Highway Construction and Maintenance (as revised, including future revisions), Section 701-1 through 701-3 of the 2000 edition ADOT Standard Specifications for Road and Bridge Construction or Section 401 of the Maricopa County Department of Transportation Supplement to the Maricopa Association of Governments' Uniform Standard Specifications for Public Works Construction (as revised, including future revisions) or as pre-approved by procuring agency .
- 2.7.2 The Manual form Uniform Traffic Control Devices is available from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402.
- 2.7.3 ADOT Traffic Control Manual for Highway Construction and Maintenance Supplement can be purchased from:
 - 2.7.3.1 ADOT Records Administration Section, Engineering Records, Room 112F, 1655 West. Jackson Street, Phoenix, AZ 85007. Publication to request is: ADOT Traffic Control Manual Supplement Publication #31-088.

- 2.7.4 These manuals address only minimum standards for traffic control.
 - 2.7.5 If any conditions exist which, in the judgment of the Contract Administrator or their representative requires additional or special traffic control methods or signing, such traffic control shall be supplied by the Contractor at no additional cost to the Department except as noted in Pricing Document (ATTACHMENT A).
 - 2.7.6 All traffic control devices shall be furnished by the Contractor and MUST be in place prior to the commencement of work. No additional payment shall be made for traffic control.
 - 2.7.7 It is anticipated that certain phases of the work may require lane closures, or other lane restrictions. Lane closures or restrictions shall only be allowed during off peak traffic hours. The Contractor should plan for this possibility in the preparation of this bid package. The contractor shall coordinate any lane closures or restrictions with the State, County or Municipal agency where the loops are being installed.
 - 2.7.8 When used, arrow-boards shall conform to the requirements of Section 4.17 of the Traffic and Control Manual. Arrow-boards shall be equipped with automatic and manual light intensity dimmer, which is capable of supplying adequate continuous power for the sign operation over extended periods of time.
- 2.8 SUPERVISION:
- 2.8.1 A Supervisor shall be on the job-site at all times when loop detector installation operations are taking place.
 - 2.8.2 The Supervisor shall have the authority to make decisions concerning day to day operations and shall assist the Department's appointed representative in making on-site inspections and in coordinating other operational requirements.
 - 2.8.3 The Supervisor shall be competent in matters relating to the specific job tasks involved in this contract and in matters relating to Traffic Control.
- 2.9 QUALITY:
- 2.9.1 The successful bidder must guarantee his product against any defect in workmanship or materials. Failure to comply with this requirement shall result in immediate return of the merchandise at the expense of the bidder for prompt replacement with merchandise meeting the standards listed herein. Should the bidder not meet this condition, the County shall obtain its requirements on the open market and the contractor shall be obligated to assume excess costs, if applicable.
 - 2.9.2 The materials and supplies called for herein shall be the best of their grade and types, prepared according to the best available standards or accepted formulas, and thoroughly tested and subjected to rigid examination and standardization. Items not meeting these requirements shall be replaced at no cost to the County upon due notice of deficiency.
- 2.10 STATE, COUNTY AND MUNICIPAL RESPONSIBILITIES:
- 2.10.1 The State, County or Municipality shall approve all materials used in the loop installation.
 - 2.10.2 Layout of loop detectors shall be verified by the State, County or Municipal Traffic Engineer's staff.
 - 2.10.3 The State, County or Municipality shall perform periodic inspections to ensure contract compliance. It is anticipated that these inspections shall be performed on a daily basis.

- 2.10.4 The Contract Administrator or a designated county representative shall decide all questions, which may arise as to the quality and acceptability of any work performed under the contract.
- 2.10.5 The State, County or Municipality shall obtain random samples of materials delivered to the project. In the event that laboratory tests indicate non-compliance with the specifications outlined in Section 2.10, the contractor shall suspend all operations until corrective actions have been taken and material meets the specification requirements.

2.11 CONTRACTOR'S RESPONSIBILITY:

- 2.11.1 The Contractor shall have one (1) full time supervisor at the work site at all times work is being performed. The Supervisor shall have authority to make decisions concerning day to day loop detector installation operations.
- 2.11.2 Contractor shall NOT clean out trucks, bituminous trailers or hoses within the State, County or Municipal right-of-ways. Excess materials of any kind shall not be disposed of within any right-of-way.
- 2.11.3 The Contractor shall give the State, County or Municipality, advance notice prior to loop construction in accord with agency requirements.
- 2.11.4 Contractor shall comply with Arizona Blue Stake Law. A.R.S. Chapter 2, Article 6.3, Section 40-360.21, 22, 23, 24, 25, 26, 27, 28, 30 and 31.
- 2.11.5 Any damage done to existing loops, conduits, conductors, or other signal equipment shall be replaced by and at the Contractor's expense, within 48 hours.
- 2.11.6 If damage occurs to the traffic signal, the damage shall be reported to the State, County or Municipal Signal Shop immediately (A list of contact persons for the respective agencies shall be available at the post award conference).
- 2.11.7 The Contractor shall be responsible to repair the damage immediately. A Police Officer shall be on site while any construction activity is taking place within 300 feet of an arterial intersection. The Contractor may omit this requirement if approved by the State, County or Municipal agency that has jurisdiction where the work is being completed.
- 2.11.8 The Contractor shall submit to the State, County and Municipalities a complete list of materials Contractor proposes to incorporate into the project indicating brand or trade names, identification numbers, type and quantity. No material shall be ordered or installed without the approval of the State, County or Municipality.
- 2.11.9 The Contractor shall have a level II, IMSA Certified technician or a journeyman electrician on site at all times during construction.

2.12 SAFETY:

- 2.12.1 The Contractor shall implement a Safety Plan to comply with the OSHA requirements and the State of Arizona Occupational Safety Standards.
- 2.12.2 Contractor's employees shall not park privately owned vehicles on the job-site. Contractor's vehicles parked at the job-site shall be in conformance with the requirements set forth in Section 2.8, MAINTENANCE AND PROTECTION OF TRAFFIC.
- 2.12.3 All Contractor personnel shall wear hard hats, of an approved type, and approved high visibility vests while working within the contract area limits. Safety vests shall be replaced at any time that their visibility is reduced due to fading, becoming soiled or any other reasons.

2.13 RECORDS:

The Contractor shall keep a daily log of job progress. The log shall include date, time and location of start, traffic control devices used, events regarding days' progress (i.e., excavation, backfill, equipment, delivery delay, etc.) The complete report shall be delivered to the Contract Administrator's designated representative at the conclusion of each day of operation.

2.14 WARRANTY:

The Contractor shall warrant materials and installation of all loop conductors, lead-ins and conduits for a period of twelve (12) months after installation and acceptance. Warranty repair and/or replacement will be performed at no additional charge to the using Agency. All warranty periods shall begin upon acceptance by the using Agency.

2.15 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.

2.16 ACCEPTANCE:

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

2.17 INVOICES AND PAYMENTS:

2.17.1 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

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

2.17.3 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).

2.17.4 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.

2.18 TAX:

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

2.19 DELIVERY:

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

2.20 FUEL COST PRICE ADJUSTMENT:

2.20.1 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.

2.20.2 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.

2.20.3 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.

2.20.4 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).

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

2.20.6 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/>

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

2.20.7.1 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.

2.20.7.2 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.

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

2.21 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.

2.22 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)

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

3.0 CONTRACTUAL TERMS & CONDITIONS:

3.1 CONTRACT TERM:

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

3.2 OPTION TO RENEW:

The County may, at their option and with the approval of the Contractor, renew the term of this Contract up to a maximum of three (3) additional years, (or at the County's sole discretion, extend the contract on a month to month basis for a maximum of six (6) months after expiration). The Contractor shall be notified in writing by the Office of Procurement Services of the County's intention to renew the contract term at least thirty (30) calendar days prior to the expiration of the original contract term.

3.3 PRICE ADJUSTMENTS:

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

3.4 INDEMNIFICATION:

- 3.4.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.
- 3.4.2 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.
- 3.4.3 The scope of this indemnification does not extend to the sole negligence of County.

3.5 INSURANCE:

- 3.5.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of 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 Respondents should understand that any request for purchase of materials or services shall be accompanied by a valid purchase order, issued by Office of Procurement Services, or by a Certified Agency Procurement Aid (CAPA).

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

3.8.3 Contract award is in accordance with the Maricopa County Procurement Code. All requirements for the competitive award of this Contract have been met. A purchase order for the products is the only document necessary for Customers to purchase and for the Respondent to proceed with delivery of materials available under this Contract.

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

3.9 REQUIREMENTS CONTRACT:

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

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

3.9.3 Contractors agree to accept verbal notification of cancellation from the Office of Procurement Services Procurement Officer with written notification to follow. By

submitting a bid in response to this Invitation for Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

3.10 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

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

3.11 TERMINATION FOR DEFAULT:

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after the County deems that the Contractor has failed to remedy the problem after being forewarned.

3.12 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, 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 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 Contact.

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.