

SERIAL 13048 S CHILLER MAINTENANCE, REPAIR & OVERHAUL SERVICES

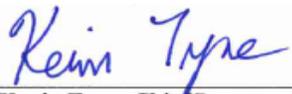
DATE OF LAST REVISION: September 15, 2016 CONTRACT END DATE: June 30, 2019

CONTRACT PERIOD THROUGH JUNE 30, ~~2016~~ 2019

TO: All Departments
FROM: Office of Procurement Services
SUBJECT: Contract for **CHILLER MAINTENANCE, REPAIR & OVERHAUL SERVICES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **June 19, 2013 (Eff. 07/01/13)**.

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



Kevin Tyne, Chief Procurement Officer
Office of Procurement Services

LA/at
Attach

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

(Please remove Serial 07034-S from your contract notebooks)

TRANE U.S. INC, 850 W. SOUTHERN AVENUE, TEMPE, AZ 85282

COMPANY NAME: Trane U.S. Inc.
 DOING BUSINESS AS (DBA) NAME: Trane
 MAILING ADDRESS: 850 W. Southern Ave. Tempe, AZ 85282
 REMIT TO ADDRESS: Trane P.O. Box 98167 Chicago, IL 60693
 TELEPHONE NUMBER: (602) 258-9600
 FACSIMILE NUMBER: (602) 253-3801
 WEB SITE: www.trane.com
 REPRESENTATIVE NAME: Jamie C. Batsell
 REPRESENTATIVE TELEPHONE NUMBER: (602) 502-2439
 REPRESENTATIVE E-MAIL: jbatsell@trane.com

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

0.5% 10 DAYS, NET 30 ~~4% 10 DAYS NET 30 DAYS~~

Centrifugal Chillers				
Quarterly PM	Annual PM	Rental Per Month/Per Ton	Additional Condenser Tube Brushing	Description
\$591.00	\$3,034.00	\$63.00	\$1,106.00	Maricopa County Administration Building # 3310 301 West Jefferson Street Phoenix AZ Quantity = 4 / Model # RTHDUC2F
\$591.00	\$3,576.00	\$59.00	\$1,106.00	South East Regional Center # 2855 222 East Javelina Mesa AZ Quantity = 2 / Model # CVHF30
\$591.00	\$5,002.00	\$52.00	\$1,382.00	MCSO Central Plant # 1964 3180 West Lower Buckeye Road Phoenix AZ Quantity = 6 / Model # CVHF910
\$591.00	\$5,450.00	\$50.00	\$1,660.00	Lower Buckeye Jail Building # 1961 3180 West Lower Buckeye Road Phoenix AZ Quantity = 2 / Model # CVHF130

TRANE U.S. INC, 850 W. SOUTHERN AVENUE, TEMPE, AZ 85282

All Other Chillers					
Quarterly PM	Annual PM	Rental Per Month / Per Ton	Additional Condenser Tube Brushing	Description	Bidder Notes
\$296.00	\$1,190.00	\$86.00	\$830.00	NW Consolidated Courts # 2033 14264 West Tierra Buena Lane Surprise AZ Quantity = 1 / Model # RTAC1404UJONUAFNNINY	These are air-cooled chillers. Additional condenser tube brushing price is for air-cooled condenser coil cleaning.
\$296.00	\$2,501.00	\$80.00	\$829.00	Flood Control Office Building # 1402 2801 West Durango Phoenix AZ Quantity = 2 / Model # RTHB150FLF00NWP000UNNELF2LFV00U0 Added on Apr 22 2013: Location Total Chillers = 3Additional Chiller. Quantity = 1 / Model # RTAC140	
\$591.00	\$1,561.00	\$89.00	\$553.00	MCDOT Warehouse # 1408 2222 South 27th Avenue Phoenix AZ Quantity = 1 / Model # RTWA0804XE1C3DOWNTH	
\$591.00	\$1,190.00	\$125.00	\$553.00	Towers Jail # 1612 3127 West Gibson Lane Phoenix AZ Quantity = 1 / Model # YCAZ74BB3-46PA Added on Apr 22, 2013 Correction for this location previous model number incorrect New Model # RTAA-0704-XT01-A300-GKNB-P	These are air-cooled chillers. Additional condenser tube brushing price is for air-cooled condenser coil cleaning.
\$591.00	\$1,190.00	\$131.00	\$553.00	SE Sheriff Substation # 2853 2840 South Lewis Street Mesa AZ Quantity = 1 / Model # CGAF0604ACA100C0000500000T000	These are air-cooled chillers. Additional condenser tube brushing price is for air-cooled condenser coil cleaning.
\$591.00	\$1,190.00	\$177.00	\$553.00	West Court Building # 3301 111 South 3rd Avenue Phoenix AZ Quantity = 1 / Model # CGAFC4044100000000000T000	These are air-cooled chillers. Additional condenser tube brushing price is for air-cooled condenser coil cleaning.
\$296.00	\$1,190.00	\$86.00	\$830.00	Facilities Management Division # 3311 401 West Jefferson Street Phoenix AZ Quantity = 2 / Model # RTWA1254XE01C300W Added on Apr 22, 2013: Correction of previous model number: New Model # RTA084XL01A3D1BN	These are air-cooled chillers. Additional condenser tube brushing price is for air-cooled condenser coil cleaning.

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\$394.00	\$1,777.00	\$96.00	\$830.00	Old Courthouse Building # 3401 125 West Washington Street Phoenix AZ Quantity = 2 / Model # RTWA1254XE01C300W Quantity = 1 / Model # RTWA1254XH01C3COWN	
\$591.00	\$1,284.00	\$177.00	\$553.00	Avondale Sheriff Substation # 0309 920 East Van Buren Avondale AZ Quantity = 1 / Model # CGWD0404CJOHAT101FFOUG	
\$296.00	\$2,501.00	\$80.00	\$830.00	Department of Transportation Administration Building #1401 2901 West Durango Phoenix AZ Quantity = 1 / Model # RTHB150FLF00NWP000UNNELF2LFV00U0 Quantity = 1 / Model # RTHB150FLF00LWP000UNN3LF2LFV00U0	
\$591.00	\$1,190.00	\$78.00	\$830.00	Elections Building # 6205 510 South 3rd Avenue Phoenix AZ Quantity = 1 / Model # RTAC1554 (SN: U04C04545)	These are air-cooled chillers. Additional condenser tube brushing price is for air-cooled condenser coil cleaning.
\$591.00	\$1,190.00	\$71.00	\$830.00	Animal Control # 1417 2500 South 27th Avenue Phoenix AZ Quantity = 1 / Model # RTAC200A	These are air-cooled chillers. Additional condenser tube brushing price is for air-cooled condenser coil cleaning.
\$296.00	\$1,190.00	\$77.00	\$830.00	Public Health Laboratory # 3846 1645 East Roosevelt Phoenix AZ Quantity = 2 / Model # RTAC1704	These are air-cooled chillers. Additional condenser tube brushing price is for air-cooled condenser coil cleaning.
\$296.00	\$1,190.00	\$105.00	\$830.00	Durango Parking Garage # 1513 3220 West Gibson Lane Phoenix AZ Quantity =1 / Model # RTAA0904 Quantity =1 / Model # RTAA1854	These are air-cooled chillers. Additional condenser tube brushing price is for air-cooled condenser coil cleaning.

Other Pricing	Unit Price			
	Unit Price	Eff. 07/01/16	Qty	UofM
Labor, during normal business hours, Non-PM - Journeyman	\$99.00	\$105.00	1	hour
Labor, during normal business hours, Non-PM - Apprentice	\$87.00	\$92.00	1	hour
Labor, during after hours, Non-PM - Journeyman	\$149.00	\$153.00	1	hour
Labor, during after hours, Non-PM - Apprentice	\$131.00	\$138.00	1	hour
Labor, weekends/holidays, Non-PM - Journeyman	\$198.00	\$210.00	1	hour

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Labor, weekends/holidays, Non-PM - Apprentice	\$174.00	\$184.00	1	hour
Trip Charge	\$95.00	\$95.00	1	per visit
Pipe Fabrication	\$99.00	\$105.00	1	hour
Refrigerant Analysis	\$493.00	\$493.00	1	per issue
Oil analysis (performed during Non-PM interval)	\$99.00	\$105.00	1	hour
Joy fan, vibration analysis	\$99.00	\$105.00	1	hour
Joy fan, repair rate, normal business hours	\$99.00	\$105.00	1	hour
Marley gearbox, repair rate, normal business hours	\$99.00	\$105.00	1	hour
Labor, for services outside the scope of wok	\$99.00	\$105.00	1	hour
All parts, components, chiller replacements, cost plus	29.00%	—	1	each

****ADDED 1/16/2015****

Quarterly PM	Annual PM	Rental Per Month / Per Ton	Additional Condenser Tube Brushing	Description	Bidder Notes
\$300.00	\$1,850.00	\$76.91	\$830.00	Lower Buckeye Jail Building # 1961 (Model # ALS186C27-ER11)	
\$300.00	\$1,850.00	\$71.34	\$830.00	North East Courts Building # 3853 (Model # AGS230B27-ER10)	
\$300.00	\$1,850.00	\$71.34	\$830.00	North East Courts Building # 3853 (Model # AGS23B27-ER10)	
\$300.00	\$1,600.00	\$85.55	\$830.00	San Tan Courts Building # 1216 (Model # 30HXC146R-661-S017276)	

****ADDED 3/13/2015****

Quarterly PM	Annual PM	Rental Per Month / Per Ton	Additional Condenser Tube Brushing	Description
\$300.00	\$1,750.00	\$76.91	\$830.00	MCSO Headquarters Building # 3318 (Model # RTAC1854UX0NUAGNW1TY1CDBNN6TN1)

****ADDED 09/08/16****

Quarterly PM	Annual PM	Rental Per Month/ Per Ton	Additional Condenser Tube Brushing	Description
\$300.00	\$2,500.00	\$87.82	\$830.00	San Tan Courts Building #1216 (Model #RTWD140F2F01A1AA2A1A1X1E0A00)
\$300.00	\$1,190.00	\$76.81	\$830.00	NE Courts Building# 3853 (Model #RTAC2504U1ANUAFNN1TX1CDBNN6TN1)
\$300.00	\$1,190.00	\$76.81	\$830.00	NE Courts Building# 3853 (Model #RTAC2504U1ANUAFNN1TX1CDBNN6TN1)

TRANE U.S. INC

****ADDED 09/08/16****

Annual PM	Additional Condenser Tube Brushing	Description	Additional Notes
\$1,190.00	\$553.00	Forensic Parking Garage Building # 3317 (Model #CGAM08F2G02AXD2AXD2A1A1A1A1XXA1D1)	These are air-cooled chillers. Additional condenser tube brushing price is for air-cooled condenser coil cleaning.

PRICING SHEET: NIGP CODE 03113

Vendor Number: 2011001488-0 VC0000002397

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2016 2019.**

CHILLER MAINTENANCE, REPAIR & OVERHAUL SERVICES

1.0 INTENT:

The intent of this bid is to award a contract for a comprehensive quarterly and annual preventive maintenance program for all **Trane brand** HVAC chillers at various locations throughout the County, to provide repairs to the equipment and related equipment (pumps, motors, and cooling towers), and to rent chiller equipment if it becomes necessary. Overhaul services shall be handled as a separate project under this contract.

Other governmental entities under agreement with the County may have access to services provided hereunder (see also Sections 2.33 and 2.34, 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 Contractor to furnish all supervision, labor, materials, equipment, tools, chemicals, transportation, and all effort necessary to perform the requirements herein. Parts shall be billed separately.

2.2 This service shall provide three quarterly and one scheduled comprehensive annual service and inspection with written reports for centrifugal chillers. All other chillers will be provided with one scheduled comprehensive annual service and inspection with written reports.

2.3 Working Hours: Service shall be made available to the County 365 days per year. FMD may require REGULAR service for repairs outside the normal PM scheduling period. Working hours are defined as follows:

Regular business hours (Monday – Friday 6:00 AM – 6:00 PM)

After hours (Monday – Friday 6:00 PM – 6:00 AM)

Weekends (Saturday and Sunday, all hours)

Holidays (County holidays, all hours)

2.4 The Contractor shall make themselves available for unscheduled REGULAR service between the hours of 6:00 AM - 6:00 PM, Monday through Friday. This will require FOUR (4) hour response time on-site. All services requested outside of these times shall be considered AFTER HOURS but will require the same FOUR (4) hour response time on-site.

2.5 MARK-UP FOR EQUIPMENT RENTALS:

Equipment needed for the repair and maintenance of chillers, but not normally owned by the Contractor (i.e., cranes, jackhammers, backhoes, hoists, etc.), and therefore, must be rented are allowable with a maximum five (5) percent mark-up. The invoice from the rental company used by the Contractor shall be attached to the Contractor's invoice submitted to the County.

2.6 QUARTERLY PREVENTIVE MAINTENANCE FOR CENTIFUGAL CHILLERS:

Contractor shall perform quarterly preventive maintenance as scheduled by the County. A checklist of all inspections and tests performed (as listed below) shall be supplied to the County. Electronic checklists would be the preferred method for submission. It shall be the Contractor's responsibility to maintain the chiller (main body and all components attached to the body) and ancillary components (equipment such as but not limited to refrigerant monitors, evacuation systems) in a manner that causes the machine to be fully functional in accordance to manufacturer's and industry standards. The following shall be the responsibility of the Contractor during the quarterly/semi-annual preventive maintenance inspections:

- (a) Lubricate and adjust equipment as required by manufacturer's recommendations.
- (b) Inspection of electric wiring from the line side starter to its respective motor.

- (c) Inspection of refrigerant piping between two or more pieces of equipment (excluding chilled water piping) and the insulation of the piping.
 - (d) Inspect all pressure and temperature controls, thermometers, gauges, linkages, control devices and thermostats located at equipment.
 - (e) Inspection of the starters.
 - (f) Check all safety switches and alarms for proper operation. This shall include, but not limited to:
 - High-pressure cutoff
 - Low-pressure cutoff
 - Low oil pressure switch
 - Oil pump timers
 - Flow switches
 - Pump interlocks
 - System monitor timers
 - System freeze stats
 - Vane closing switches
 - (g) Check operation of all operating controls:
 - Temperature control stats
 - Motor load limit controls
 - Vane operation controls
 - Variable frequency drive units (if applicable)
 - (h) Check compressor operation:
 - Performance evaluation
 - Check amperage balance
 - Check terminal lug torque
 - Check lubricating system, oil levels, and temperatures
 - Check vane operation under various loaded conditions
 - Check operation of expansion valve, superheat settings
 - Check and evaluate performance of purge compressor unit (if applicable)
 - (i) Check operation of chiller unit:
 - Leak check compressor fittings and terminals
 - Leak check purge compressor (if applicable)
 - Leak check oil pump and fittings
 - Leak check relief valves and rupture disk
 - (k) Check operation of main starter:
 - Examine contacts on all electrical connections
 - Verify overload and trip settings
 - Test all electrical connections
- 2.7 Contractor shall complete an operations log sheet. The log sheet shall be provided by Facilities Management and shall contain records of operational temperatures, pressures and amperages of the chiller under various loaded conditions. The log sheet shall be attached to the equipment in a clear envelope and maintained for one (1) year to provide analytical data and confirm dates of service.
- 2.8 Project work shall mean work performed, which, in the best interest of the County, would be more advantageous to be performed as "all inclusive" as opposed to time and materials. The contractor assigned to this contract shall be provided a request for project quote containing a detailed Scope of Work –or – shall meet with the County agency, discuss what needs to be done, and present the County with a written quote. If the contractor is given a County quote sheet from the requesting agency, the Contractor is not to submit their own project quote sheets - only County letterhead quote sheets will be acceptable. All terms and conditions are only those established under this agreement. All additional labor charges outside the Scope of Work for projects are **the labor rates established on the Pricing Page in Attachment A PRICING.**

- 2.9 The County's project quote sheet will contain the following information:
The contract serial number and name;
Name and address of site;
FMD site ID number;
Detailed scope of work,
Other information relative to the SOW,
Project cost line item,
Check box for "will quote" or "will not quote" the project,
Deadlines for quote delivery,
Signature line for both the County and the Contractor
- 2.10 The submitted project price quote is to be all-inclusive. That is, any cost overruns to be absorbed by the Contractor, or cost savings to be additional profit. Exceptions to this are changes requested by the County that incur higher project cost and longer delays. All change orders to a project must be in writing, referencing the contract serial number, and approved by FMD (or County user agency if request was made by them) prior to any authorization to proceed. The Contractor who fails to acquire change orders in writing runs the risk of incurring these additional costs without payment.
- 2.11 A construction tax may be applied to the total project cost. This is calculated at 65% of the retail tax rate applied to the combined labor and materials associated with project work. If project work, do not itemize labor and materials. ALL CONSTRUCTION TAXES SHALL BE A COMPONENT OF THE TOTAL PROJECT COST AND NOT A SEPARATE LINE ITEM.
- 2.12 The Contractor shall be compensated for additional work requested by the County that is not detailed in the scope via the labor rates bid on the Pricing Page.
- 2.13 After receipt of Contractor's project quote, a quote mistake based on error in judgment may not be corrected or withdrawn.
- 2.14 This contract shall also be used for time and materials work (under \$5,000) and priced per hour as bid. The threshold from time and materials to project work shall be \$5,000.00. Exceptions to this shall be emergencies that arise and must be dealt with immediately without the time for project quotes. This figure is firm fixed. Exceeding this amount requires written approval from the County.
- 2.15 ANNUAL PREVENTIVE MAINTENANCE:
- Provide one comprehensive annual service to include preventative maintenance as outlined in paragraph 2.6, and inspection on the equipment. Annual service/inspections shall be performed on a schedule provided by FMD, and said services and inspections shall include, but not limited to:
- (a) Oil Analysis: This will include a full spectrum analysis to be collected under EPA guidelines. The spectro chemical analysis will test for wear and corrosion elements in the oil sample. This will include, but not limited to: iron, chromium, aluminum, lead, silicon, tin, and zinc. Reported results shall be in parts per million (ppm). The Karl Fisher method shall determine the water content of the oil.
 - (b) Condenser Tube Brushing
 - (c) Contractor to perform the following services on the centrifugal chillers covered under this contract:
 - 1. Eddy Current Test 100% of the condenser tubes no less than one time every two (2) years. The technician performing such tests must hold a current Level 3 certification.
 - 2. Brush 100% of the evaporator tubes no less than one time every five (5) years.
 - 3. Eddy Current Test 100% of the evaporator tubes no less than one time every five (5) years.

Contractor must brush tubes before each Eddy Current Test is performed. The technician performing such tests must hold a current Level 3 certification. Proof of such must be provided.

- (d) Vibration Analysis: Shall be conducted on a quarterly basis and a baseline trend established, charted, and compared with the manufacturer's specifications. This trend chart shall be provided to FMD Operations & Maintenance Division Chief each quarter as part of the quarterly preventive maintenance package. Technician must have Level 2 certification for such test. Proof of such must accompany bid package.
- (e) Megger Insulation Test on compressor motor.
- (f) Complete leak check of chillers.
- (g) Inspect starter panel and main contacts for pitting/burring. Torque all connections and clean starter.
- (h) Copy of annual inspection report (Contractor's form) shall be forwarded to Facilities Management Department for formal review.

2.16 It is understood that the service and maintenance provided for herein DOES NOT include the following:

- (a) Responsibility for equipment room conditions or overall system performance.
- (b) Supplying, changing or cleaning air filters.
- (c) Piping other than refrigerant piping.
- (d) Air distribution system, including ductwork and fan casings.
- (e) Damage due to freezing weather.
- (f) Water treatment and acid cleaning.
- (g) Corrosion or erosion damage to water, brine, process or steam side of equipment.
- (h) Disconnect switches and circuit breakers.
- (i) Complementary equipment (for example, but not confined to, the following: cabinets, fixtures, boxes, water supply lines, drain lines and steam lines).

2.17 The Contractor will repair or replace any worn parts found during the preventive maintenance service, or when performing non-routine service work to maintain the chillers in good working condition. Replacement of chiller parts shall be billed at Contractor's cost as bid **on the Pricing Page in Attachment A, PRICING.**

2.18 Labor pricing to perform REGULAR or AFTER HOURS repair service is not included in the Preventative Maintenance program portion of this document. Therefore, regular/after hour's service repairs will be made on a time and materials basis upon approval by Maricopa County's representative.

2.19 The County will keep equipment rooms and spaces free of materials extraneous to said system and move any stock, fixtures, walls or partitions needed to facilitate the work called for herein.

2.20 Water treatment at the chiller sites shall be performed by a qualified water treatment firm and shall be the responsibility of the County.

2.21 **CHILLER REPLACEMENT:**

Existing chillers rated over 125 tons requiring replacement due to obsolescence or gross mechanical failure shall be replaced with York or Trane brands only. Chillers rated less than 125 tons may be of any brand providing they have scroll or screw-type compressors with each compressor on an independent refrigeration circuit. Replacements shall be quoted as an all-inclusive project, not as time and materials.

2.22 TRIP CHARGES:

Trip charges are allowed when the contractor arrives on site and is unable to locate a County representative familiar with the work, sometimes referred to as a dead-end call --or-- the technician examines the equipment and nothing is found to be wrong and therefore actual labor is not required. Should this be the case, only the trip charge is allowed, no labor charges shall be imposed on the County. Combination of trip charges and labor rates are not allowed if the service call is legitimate and actual repair work is initiated.

2.23 RENTAL CHILLERS AND COOLING TOWERS:

There may be times when it is necessary to rent a chiller due to the existing machine needing replacement and the new one may have a long order lead time, or other functional reasons. The cost for this shall be an all-inclusive line item priced **on the Pricing Page in Attachment A, PRICING**, with written quotations for installation/removal (time and materials), as each site does pose a degree of difficulty for access to the Contractor (i.e., use of a crane).

The chiller rate is for monthly rates only (based on a per ton charge), no daily rates. All work to be done on regular business hours. Price to include chilled water supply, return hoses and electrical cable. The monthly rate based on utilizing disconnection of the existing chiller.

Taxes for rental chillers shall be built into the monthly bid rate

2.24 CONTRACTOR QUALIFICATIONS:

2.24.1 The Contractor shall be responsible to procure all required licenses and permits as governed by the State of Arizona. Contractor must have a State of Arizona Commercial Air Conditioning and Refrigeration license L-39. A copy of such must accompany bid package.

2.24.2 Levels 2 and 3 certified employees for performance of PM Inspection Sections 2.8 (b) (c).

2.24.3 Each contractor's technical staff must have a minimum of (3) factory trained service technicians at their local service center. All technicians assigned to this contract must be certified to work on 4,160-volt chillers, proof of such must accompany bid package.

2.24.4 SSTA Certification: Each technician assigned to this contract MUST have SSTA (Southwest Safety Training Alliance) certification. The purpose of this certification is to ensure all technical staff has received safety training that meets the OSHA Construction Safety standards (29CFR1926), and the OSHA General Industry standards(OSHA 29CFR1910). If the contractor/bidder is currently certified, please submit copies of certification cards of all technicians who will be assigned to this contract. If the contractor/bidder is not currently certified, the contractor/bidder has sixty (60) days after award to obtain certification for its technicians assigned to this contract, and must submit copies of certification cards to the Office of Procurement Services upon completion of certification. Failure to provide this information after award will render the contractor in default of contract. All contractor new hires assigned to this contract must meet the same requirements.

2.25 CONTRACTOR REQUIREMENTS:

2.25.1 Required background checks: A background check shall be a requirement for all employees of Contractor's staff providing services to the county. This option shall allow the Contractor to access areas within the County such as detention facilities, court buildings, and other restricted areas. The County shall incur the cost of this service.

2.25.2 The Contractors service truck fleet shall carry sufficient supply of repair parts and equipment to perform routine chiller service and repairs. The Contractor shall have a

local shop and/or warehouse that stocks parts to keep their trucks supplied daily. As part of the County's due diligence, these requirements shall be verified by FMD via a formal inspection after bid submittals and prior to bid award.

- 2.25.3 Contractor to pay for all connections, installation, use, development, etc. fees and/or charges, and obtain and pay required permits and licenses. These costs to be billed back to the County without mark-up.
- 2.25.4 Employees of the Contractor
No one except authorized employees of the Contractor is allowed on the premises of Maricopa County Buildings. Contractor's employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor.
- 2.25.5 Contractor MUST comply with all Federal E.P.A. and O.S.H.A. guidelines in effect for each service occurrence.
- 2.25.6 The Contractor shall perform the work in a way to minimize disruption to the normal operation of building tenants. Upon completion of work the Contractor is responsible for cleaning and removing from the job site all debris, materials and equipment associated with the work performed.
- 2.25.7 The Contractor shall make necessary repairs to the equipment in such a manner that does not damage County property. In the event damage occurs to Maricopa County property, or any adjacent property by reason of any repairs or installations performed under this Contract, the Contractor shall replace or repair the same at no cost to the County. If damage caused by the Contractor has to be repaired or replaced by the County, the cost of such work shall be deducted from the monies due the Contractor.
- 2.26 In the event the work performance of the Contractor is unsatisfactory, the Contractor will be notified by FMD and be given 4 hours to correct the work. Labor for all re-work will be at no cost to the County. Any additional parts replaced shall be billed at contract pricing.
- 2.27 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.
- 2.28 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.
- 2.29 INVOICES AND PAYMENTS:

2.29.1 The Contractor shall submit one (1) legible copy of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

2.29.1.1 Invoicing for FMD sites shall be sent to:

Facilities Management
401 W. Jefferson St.
Phoenix, AZ 85003
- Company name, address and contact
 - County bill-to name and contact information
 - Contract Serial Number

- County purchase order number
- Invoice number and date
- FMD Trouble Call number
- County Building/Site Number
- 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

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

2.29.3 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 (<http://www.maricopa.gov/Finance/Vendors.aspx>).

2.29.4 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.

2.30 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.

2.31 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.

2.32 FUEL COST PRICE ADJUSTMENT:

2.32.1 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.

2.32.2 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.

2.32.3 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.

2.32.4 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).

2.32.5 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.

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

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

2.32.7.1 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.

2.32.7.2 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.

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

2.33 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.

2.34 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)

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

3.0 CONTRACTUAL TERMS & CONDITIONS:

3.1 CONTRACT TERM:

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

3.2 OPTION TO RENEW:

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

3.3 PRICE ADJUSTMENTS:

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

3.4 INDEMNIFICATION:

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

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

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

3.5 INSURANCE:

3.5.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of **B++ 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, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.
- 3.5.8 The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.
- 3.5.9 Commercial General Liability:
- Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.
- 3.5.10 Automobile Liability:
- Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$2,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.
- 3.5.11 Workers' Compensation:
- 3.5.11.1 Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.
- 3.5.11.2 Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are

covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

3.5.12 Errors and Omissions Insurance:

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

3.5.13 Certificates of Insurance.

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

3.5.13.1.1 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.

3.5.13.1.2 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.

3.5.14 Cancellation and Expiration Notice.

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

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to Maricopa County. Contractor must provide to Maricopa County, within 2 business days of receipt, if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to Maricopa County Office of Procurement Services and shall be mailed or hand delivered to 320 West Lincoln Street, Phoenix, AZ 85003, or emailed to Procurement Officer noted in solicitation.

3.6 PROCUREMENT CARD ORDERING CAPABILITY:

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

3.7 INTERNET ORDERING CAPABILITY:

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

3.8 ORDERING AUTHORITY.

- 3.8.1 Respondents should understand that any request for purchase of materials or services shall be accompanied by a valid purchase order, issued by Office of Procurement Services, or by a Certified Agency Procurement Aid (CAPA).
- 3.8.2 Maricopa County departments, cities, other counties, schools and special districts, universities, nonprofit educational and public health institutions may also purchase from under this Contract at their discretion and/or other state and local agencies (Customers) may procure the products under this Contract by the issuance of a purchase order to the Respondent. Purchase orders must cite the Contract number.
- 3.8.3 Contract award is in accordance with the Maricopa County Procurement Code. All requirements for the competitive award of this Contract have been met. A purchase order for the products is the only document necessary for Customers to purchase and for the Respondent to proceed with delivery of materials available under this Contract.
- 3.8.4 Any attempt to represent any product not specifically awarded under this Contract is a violation of the Contract. Any such action is subject to the legal and contractual remedies available to the County, inclusive of, but not limited to, Contract cancellation, suspension and/or debarment of the Respondent.

3.9 REQUIREMENTS CONTRACT:

- 3.9.1 Contractors signify their understanding and agreement by signing a bid submittal, that the Contract resulting from the bid will be a requirements contract. However, the Contract does not guarantee any minimum or maximum number of purchases will be made. It only indicates that if purchases are made for the materials contained in the Contract, they will be purchased from the Contractor awarded that item. Orders will only be placed when the County identifies a need and proper authorization and documentation have been approved.
- 3.9.2 County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.
- 3.9.3 Contractors agree to accept verbal notification of cancellation from the Office of Procurement Services Procurement Officer with written notification to follow. By submitting a bid in response to this Invitation for Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

3.10 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

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

3.11 TERMINATION FOR DEFAULT:

~~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.~~

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

- 3.11.1 **Deliver the supplies or to perform the services within the time specified in this contract or any extension;**
- 3.11.2 **Make progress, so as to endanger performance of this contract; or**
- 3.11.3 **Perform any of the other provisions of this contract.**
- 3.11.4 **The County's right to terminate this contract under these subparagraphs may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the County) after receipt of the notice from the Procurement Officer specifying the failure.**

3.12 TERMINATION BY THE COUNTY:

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

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

3.24.1 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.

3.24.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 3.24.1 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.

~~3.25 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:~~

~~3.25.1 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.~~

~~3.25.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.~~

3.26 CONTRACTOR LICENSE REQUIREMENT:

3.26.1 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.

3.26.2 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.

3.27 INFLUENCE

As prescribed in MC1-1202 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any unethical conduct may be grounds for Disbarment or Suspension under MC1-902.

An attempt to influence includes, but is not limited to:

3.27.1 A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type valuable contribution or subsidy,

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

If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the

Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

3.28 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.

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 in its offer 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 and the Arizona Public Records Law.

3.30 ISRAEL BOYCOTT:

Per House Bill 2617 Contractor certifies that they are not currently engaged in, and agrees for the duration of the Contract to not engage in, a boycott of Israel.