

SERIAL 13105 S ACUTE DIALYSIS CARE SERVICES

DATE OF LAST REVISION: October 27, 2016

CONTRACT END DATE: April 30, 2017

CONTRACT PERIOD THROUGH ~~OCTOBER 31, 2016~~ APRIL 30, 2017

TO: All Departments
FROM: Office of Procurement Services
SUBJECT: Contract for **ACUTE DIALYSIS CARE 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 **October 03, 2013**.

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



Kevin Tyne, Chief Procurement Officer
Office of Procurement Services

NP/at
Attach

Copy to: Office of Procurement Services
Lisa Gardner-Correction Health Services

APHERESIS CARE GROUP dba PHOENIX METRO ACUTES 4602 E. ELWOOD ST., SUITE 8, PHOENIX, AZ 85044

Attachment A

COMPANY NAME: Apheresis Care Group
 DOING BUSINESS AS (DBA) NAME: Phoenix Metro Acutes
 MAILING ADDRESS: 4602 E. Elwood St., Suite 8 Phoenix Arizona 85044
 REMIT TO ADDRESS: 4602 E. Elwood St., Suite 8 Phoenix, Arizona 85044
 TELEPHONE NUMBER: 480-967-7706
 FACSIMILE NUMBER: 480-967-8273
 WEB SITE: fmc-na.com
 REPRESENTATIVE NAME: Deb Todd
 REPRESENTATIVE TELEPHONE NUMBER: 602-321-1907
 REPRESENTATIVE E-MAIL: deb.todd@fmc-na.com

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: YES NO REBATE
 YES NO REBATE

WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: YES NO

FUEL COMPRISES (if section for fuel price adjustment is located in the solicitation document) **0% OF TOTAL BID AMOUNT**

NET 30 DAYS

| Title | Unit Price | Qty | UofM | Description |
|--------------------------|-----------------------------|-----|---------------------|--|
| Acute Dialysis Treatment | \$375.00 \$650.00 | 1 | Flat rate per event | Flat rate per treatment conducted in accordance with the solicitation. CHS Maricopa County approximates needing 450 treatments ('events') each year. |

Dialysis-Regular Hours 8-A.M. – 4 P.M.

RATES

Additional Dialysis Charges:

Incomplete procedure..... [100]% of rate
 Canceled procedure after setup..... [75]% of rate
 Canceled procedure after nurse arrival before setup..... [30]% of rate
 Canceled procedure before 2 hours of scheduled start time..... [No charge]
 Delay initiation due to FACILITY issue..... [10]% /Hour*
 After hours or between 6 PM and 6 AM..... [125]% of rate

**APHERESIS CARE GROUP dba PHOENIX METRO ACUTES 4602 E. ELWOOD ST., SUITE 8,
PHOENIX, AZ 85044**

Weekend/Holiday procedure (**New Year's Day, Memorial Day, Independence Day,
Labor Day, Thanksgiving, Christmas Day**)..... [125]% of rate
Other Dialysis Service Charge (Charge to include other services requested by \$ ~~50~~ **80/Hour***
Nephrologist or FACILITY that require a Call Back visit or dialysis-related patient
intervention, e.g. access bleeding, catheter care, antibiotic instillations.)

PRICING SHEET:

NIGP Code: 94855
Vendor Number: ~~2011003908-0~~ **VC0000006789**
Certificates of Insurance Required
Contract Period: To cover the period ending **October 31, 2016 2017.**

ACUTE DIALYSIS CARE SERVICES

1.0 INTENT:

To procure the services of a qualified contractor to provide an on-site acute dialysis care to the patients of Maricopa County Correctional Health Services. These services will be provided at CHS/MCSO facilities Lower Buckeye Jail and 4th Avenue Jail. Maricopa County intends to make award of this Contract to a sole provider. This is a requirement contract. Sites will include the Lower Buckeye Jail Facility **located at 3250 W. Lower Buckeye Rd., Phoenix, AZ 85009** and the 4th Avenue Facility **located at 201 S. 4th Ave., Phoenix, AZ 85003.**

Certain sections of this solicitation request written definitions, methodologies, sample reports, forms, or copies of certifications or licensing. Please, carefully review this solicitation and submit requested documents to be fully compliant. In the case that a written response is required, clearly identify your response(s) to the specific requests and the specific section of this solicitation your response addresses. These responses shall be clearly identified and attached to Attachment A (pricing page), as amplifying information.

Other governmental entities under agreement with the County may have access to services provided hereunder (see also Sections 2.11 and 2.12, below).

2.0 SCOPE OF SERVICES:

2.1 TECHNICAL REQUIREMENTS:

2.1.1 BACKGROUND:

2.1.1.1 Contractor shall provide on-site acute dialysis treatments to Maricopa County Correctional Health Services (CHS), as defined herein. CHS is the provider of medical, dental, and mental health services for the Maricopa County jail system located in Phoenix, Arizona. The jail system is the fourth largest in the United States servicing a daily jail population of approximately 11,000 and 106,000 incarcerated individuals annually. The selected Contractor shall provide jail clinic based acute dialysis treatments patients requiring needed treatments as requested by a physician in good standing on FACILITY's Medical Staff. There are approximately 450 treatments required annually.

2.1.2 PROGRAM OVERVIEW:

2.1.2.1 The Contractor shall address all on-site acute dialysis needs of the Maricopa County CHS patient population. Contractor services provided shall be in complete compliance with all current governing federal, state and local laws, statutes, rules and regulations.

2.1.2.2 Contractor as part of the response outline a setting that will accommodate both the patient and security needs. Contractor staff ~~may be required to~~ **have undergone a Contractor company required** pass a background check.

2.1.3 DEFINITIONS:

2.1.3.1 As used throughout this Contract, the following terms shall have the meanings set forth herein:

2.1.3.1.1 "Contract" means this document and all attachments hereto.

2.1.3.1.2 "Contractor" means the person, group, firm or organization, listed on the Cover Page of this Contract and shall include all of its agents, employees or Subcontractors. Synonymous with "Provider".

- 2.1.3.1.3 “Contract Administrator” means the person designated by the CHS Director to monitor contract status and compliance.
- 2.1.3.1.4 “Correctional Health Services” (CHS) means a department of Maricopa County that provides various health care professional services to patients housed in County correctional and detention facilities.
- 2.1.3.1.5 “County” means Maricopa County and is synonymous with CHS.
- 2.1.3.1.6 “Days” means calendar days unless otherwise specified.
- 2.1.3.1.7 “Department” is synonymous with CHS.
- 2.1.3.1.8 “Director” means the Director of Correctional Health Services or the designee.
- 2.1.3.1.9 “Director of Mental Health Services” means the physician, or the designee, who is responsible for the supervision of all psychiatric, behavioral, or mental health services provided by Correctional Health Services.
- 2.1.3.1.10 “FACILITY” means Correctional Health Services.
- 2.1.3.1.11 “Electronic Health Record (EHR)” means the software and supporting hardware that will automate all aspects of the patient medical record and clinic management.
- 2.1.3.1.12 “MCSO” means Maricopa County Sheriff’s Office.
- 2.1.3.1.13 “Medical Director” means the physician, or the designee, who is responsible for the supervision of all medical services, including but not limited to medical, dental and mental health services provided by Correctional Health Services.
- 2.1.3.1.14 “National Commission on Correctional Health Care” (NCCHC) is the national agency responsible for developing standards of quality correctional health care.
- 2.1.3.1.15 “Program” refers to all aspects of the Methadone clinical service program provided by the Contractor.

2.1.4 REQUIRED QUALIFICATIONS AND DUTIES:

- 2.1.4.1 ~~PROVIDER~~ **Contractor** shall provide equipment necessary to render acute dialysis treatments pursuant to this Agreement, including, but not limited to, portable dialysis machines, portable water treatment and ancillary equipment, and plumbing fittings necessary to access and utilize the FACILITY’s water supply. ~~PROVIDER~~ **Contractor** shall furnish dialysis specific supplies as described on Exhibit 2. The Services shall be performed by non-physician employees or contractors of ~~PROVIDER~~ **Contractor**, all of whom shall be either duly licensed and qualified nurses or qualified technicians trained in extracorporeal therapy including acute dialysis treatment as applicable to the particular service prescribed and in accordance with relevant state licensure requirements (the “Provider Staff”). ~~PROVIDER~~ **Contractor** retains the authority to make all decisions regarding the Provider Staff, including, but not limited to, hiring, firing and scheduling decisions.
- 2.1.4.2 ~~PROVIDER~~ **Contractor** and FACILITY agree that from time to time equivalent or state of the art supplies and/or equipment may become available.

PROVIDER reserves the right to, in its sole discretion, substitute any of the items listed above with no less than an equivalent product following agreement by the parties on an acceptable rate for such products. **PROVIDER Contractor** shall maintain the equipment it provides pursuant to Section 2.1.4.1 above in proper working order and be responsible for repairs, upkeep, maintenance and servicing of the equipment. The equipment shall be maintained by **PROVIDER Contractor** Staff in proper operating condition pursuant to the manufacturer's guidelines and applicable industry standards.

- 2.1.4.3 **PROVIDER Contractor** and FACILITY shall jointly and mutually develop a written protocol governing specific responsibilities and procedures to be used by **Provider Contractor** Staff in rendering Services to Patients following contract award. **PROVIDER Contractor** shall provide policies, procedures, and techniques pertaining to the methods by which the Services are rendered at FACILITY pursuant to this Agreement to FACILITY. Except as is necessary and related to the provision of Services provided hereunder, **PROVIDER Contractor** and **Provider Contractor** Staff shall not be responsible for providing any nursing, or other medical treatment and/or procedures to Patients of FACILITY, in any way undertake the practice of nursing, or in any way interact with Patients. **PROVIDER Contractor** and **Provider Contractor** Staff shall not, in any way undertake, or be required to undertake, the practice of medicine.
- 2.1.4.4 All Provider Staff performing Services at FACILITY will have a current competency record including proof of current licensure (if applicable), which information shall be provided to FACILITY upon prior written request in accordance with applicable laws governing such information. **Provider Contractor** Staff shall satisfactorily complete training in infection control, safety and bloodborne pathogens, and maintain compliance with PROVIDER's Exposure Control Plan. Provider Staff shall also have completed training on patient information privacy as required under the Health Insurance Portability and Accountability Act ("HIPAA") final regulations for Privacy of Individually Identifiable Health Information, and FACILITY shall accept such training as sufficient for purposes of complying with HIPAA training requirements. PROVIDER shall maintain personnel files and documentation regarding the Hepatitis B vaccination status of Provider Staff. While on duty at the FACILITY, all Provider Staff shall adhere to FACILITY dress code (Exhibit 3) and wear badges that identify that they are Provider Staff.
- 2.1.4.5 **PROVIDER Contractor** shall make available a manager, on a part-time basis, to perform such administrative functions as are necessary and related to the provision of the Services at FACILITY. The responsibilities of the manager will include, but not be limited to, the scheduling of treatments and overseeing the Provider Staff.
- 2.1.4.6 **PROVIDER Contractor** agrees to maintain an ongoing Quality Management Program that includes the following activities: continuous quality improvement, safety and infection control, and risk management. **PROVIDER Contractor** acknowledges the Services provided under this Agreement are subject to monitoring by FACILITY for quality and safety in accordance with performance expectations as set forth under The Joint Commission standards. FACILITY monitoring utilizing the following methods and quality indicators may include, but is not limited to: (i) direct observation of care relating to proper use of contact isolation and aseptic technique, and/or review of water and dialysate samples and/or equipment maintenance logs; and (ii) audit of documentation, such as Patient medical records to determine Provider Staff prepared the Patient's treatment sheet for the Services provided in accordance with the requirements of applicable governmental authorities and accrediting agencies; (iii) collection of data by FACILITY that address the efficacy of the Services

provided hereunder; (iv) review of Patients satisfaction results; (v) input from FACILITY staff and patients; or (vi) review of the ~~PROVIDER's~~ **Contractor's** quarterly Quality Assessment and Performance Improvement Report and indicators therein related to Services at FACILITY. In accordance with any review under subsection (i) above, which FACILITY may request, FACILITY shall have reasonable access to review such information while in the presence of appropriate ~~PROVIDER~~ **Contractor** personnel.

2.1.4.7 At those times when an Approved Physician is not physically present in the FACILITY, ~~PROVIDER Contractor~~ and FACILITY shall agree upon a mechanism whereby a physician, approved previously in writing by FACILITY, can be contacted to provide emergency services relating to Patients and shall respond by providing emergency Services or arranging with FACILITY for the appropriate care of such Patients, as needed.

2.1.4.8 ~~PROVIDER Contractor~~ and ~~PROVIDER Contractor~~ Staff providing Services to FACILITY under this Agreement shall perform all ~~PROVIDER's~~ **Contractor's** duties and obligations set forth herein in accordance with all current applicable federal and state laws and regulations, applicable FACILITY policies, bylaws, rules and regulations as such are communicated to ~~PROVIDER Contractor~~ in writing, and the requirements, recommendations and standards of The Joint Commission (collectively, "TJC Standards"), as such TJC Standards communicated by FACILITY to ~~PROVIDER Contractor~~ in writing, or other applicable accrediting agency, and those of applicable regulatory agencies.

2.1.4.9 ~~PROVIDER Contractor~~ shall be required upon contract award to attend an orientation from FACILITY regarding interaction with inmates, procedure, and working environment. **Such orientation shall be at \$80.00 per hour once the orientation is past 2 hours.**

2.2 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.

2.3 FACILITIES:

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

2.4 INVOICES AND PAYMENTS:

2.4.1 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:

- 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)
- Patient ID (HIPAA Compliant)
- CPT or HCFA Procedure codes for all medical services provided
- Names of drugs dispensed, quantity provided and extended cost
- Total Amount Due

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

2.4.3 Payment shall be made **within 30 days of receipt of invoice** 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>).

2.4.4 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.

2.5 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.

2.6 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.

2.7 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.

2.8 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~~ **six (6) month** 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 expiration 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: **Need information about their insurance**

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

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

- 3.5.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.
- 3.5.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.
- 3.5.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- 3.5.6 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.
- 3.5.7 The insurance policies required by this Contract, except Workers' Compensation, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.
- 3.5.8 The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.
- 3.5.9 Commercial General Liability:
- Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.
- 3.5.10 Automobile Liability:
- Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$2,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.
- 3.5.11 Workers' Compensation:
- 3.5.11.1 Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.
- 3.5.11.2 Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or

commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

3.5.12 Professional Liability Coverage:

3.5.12.1 The Contractor retained by Maricopa County to provide the work or service required by this Contract will maintain Professional Liability insurance covering acts, errors, mistakes and omissions arising out of the work or services performed by the Contractor, or any person employed by the Contractor, with a limit of not less than \$2,000,000 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.~~

3.6 ORDERING AUTHORITY.

3.6.1 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).

3.6.2 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.

3.6.3 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.

3.6.4 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.

3.7 REQUIREMENTS CONTRACT:

3.7.1 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.

~~3.7.2 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.~~

~~3.7.3 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.~~

3.8 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

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

During the extension period of 11/01/16 – 04/30/17 either party may terminate the contract for convenience by providing thirty (30) calendar days advance notice to the other party.

3.9 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. **Contractor may immediately terminate this agreement for material breach such as non-payment of invoices for services rendered.**

3.10 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate the Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of a substantial violation of any provision of this Contract, then the County may terminate the Contract. Prior to termination of the Contract, the County shall give the Contractor fifteen- (15) calendar day's written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

3.11 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.

3.12 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.~~

3.13 ADDITIONS/DELETIONS OF SERVICE:

~~3.13.1 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.~~

~~3.13.2 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.~~

3.14 SUBCONTRACTING:

3.14.1 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.

3.14.2 ~~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.~~

3.15 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.

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

3.16.1 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.

3.16.2 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.

~~3.16.3 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.~~

3.17 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.

3.18 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.

3.19 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.

3.20 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.

3.21 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.

3.22 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

3.22.1 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:

3.22.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

3.22.1.2 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;

3.22.1.3 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

3.22.1.4 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.

3.22.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contact.

3.22.3 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.

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

3.23.1 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.

3.23.2 The County retains the legal right to inspect **non-confidential** contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 3.22.1 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.

3.24 CONTRACTOR LICENSE REQUIREMENT:

3.24.1 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.

3.24.2 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.

3.25 INFLUENCE

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

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

3.25.1 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,

3.25.2 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.

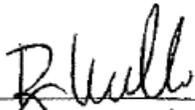
If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

3.26 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.

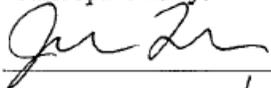
Contractor:

Bryan Mello
Assistant Treasurer



Date: 10/28/16

Maricopa County:



Date: 10/31/16