

SERIAL 13127 C SCUBA AND SKIN DIVING EQUIPMENT

DATE OF LAST REVISION: December 05, 2013 CONTRACT END DATE: December 31, 2016

CONTRACT PERIOD THROUGH DECEMBER 31, 2016

TO: All Departments
FROM: Office of Procurement Services
SUBJECT: Contract for **SCUBA AND SKIN DIVING EQUIPMENT**

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 **December 05, 2013**.

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

Wes Baysinger, Chief Procurement Officer
Office of Procurement Services

JG/mm
Attach

Copy to: Office of Procurement Services
Sue Malinowsky, MCSO
Amie Bristol, MCSO

(Please remove Serial 07063-C from your contract notebooks)

AQUA ADVENTURES LLC, DBA: ULTIMATE DIVE AND TRAVEL, 6969 E SHEA BLVD, SUITE 180, SCOTTSDALE, AZ 85254

COMPANY NAME:	<u>Aqua Adventures LLC</u>
DOING BUSINESS AS (DBA) NAME:	<u>Ultimate Dive and Travel</u>
MAILING ADDRESS:	<u>6969 E Shea Blvd Ste 180 Scottsdale, AZ 85254</u>
REMIT TO ADDRESS:	<u>6969 E Shea Blvd Ste 180 Scottsdale, AZ 85254</u>
TELEPHONE NUMBER:	<u>480-607-5071</u>
FACSIMILE NUMBER:	
WEB SITE:	<u>ultimatediveandtravel.com</u>
REPRESENTATIVE NAME:	<u>Evin Tucker</u>
REPRESENTATIVE TELEPHONE NUMBER:	<u>480-607-5071</u>
REPRESENTATIVE E-MAIL:	

	YES	NO	REBATE
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"/>
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NET 30 DAYS

Title	Unit Price	Qty	UofM	Bidder Notes
Innovative Regulator Hose	\$18.66	1	each	3/8" X 3/4" SECOND STAGE REGULATOR HOSE
Aquacom, THB-101 900298-009-Headset, Set up for the STX101 Surface Transc	\$369.00	1	each	THB-101 Headset, deluxe with boom mic, set up for STX-101 surface transceiver.
Aquacom- STX-101m Transceiver	\$1,839.00	1	each	STX-101 Aquacom SSB 4-Channel, surface station, handheld mic & transducer cable.
Bare; Trilam HD Tech Dry (Drysuit)	\$937.50	1	each	Your choice of latex or a 3mm neoprene comfort-fit neck seal
				• 2mm nylon/smoothskin warm collar with vented neck drain provides an
				improved seal with the BARE ELASTEK dry hood
				• 360 degree swivel infl ator valve (default placement on the center of the chest)
				• Adjustable low-profi le exhaust valve (default placement of valve on the left
				upper arm)
				• Your choice of neoprene or HD bottleneck latex wrist seals with talc bag
				• Includes suspenders
				• Elastic crotch strap with rear double anchor and adjustable quick
				release front buckle
• BARE embossed M-PADz knee protection with 2mm neoprene backing				
providing added padding for comfort				
				• Reinforced "critical-wear" seam points
				• 2-needle "felled seam," glued and heat taped

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				<ul style="list-style-type: none"> Your choice of HD vulcanized 4mm compressed density neoprene BARE boot, or compression-resistant Soft Boot (see accessories for BARE boot options) Available in custom made to measure sizes (women's only) Premium graphics and badging LIFETIME GUARANTEE*
Bare; Hi-loft Polarwear Extreme drysuit underwear	\$343.75	1	each	<p>MATERIAL</p> <ul style="list-style-type: none"> Super soft Rip Stop nylon exterior with Double Hi-Loft THINSULATE (14.8oz/yd2 / 500g/m2) insulated interior in torso and Single Hi-Loft (7.4oz/yd2 / 250g/m2) in arms and legs <p>ENTRY</p> <ul style="list-style-type: none"> Extra long front zipper ("2-way" convenience for men) <p>INNOVATION</p> <ul style="list-style-type: none"> HYDROSTRETCH panels for ease of movement LUMBARE-X-TENDER panel in lower back <p>FEATURES</p> <ul style="list-style-type: none"> Ribbed knit cuffs & collar for secure comfort and fit Hand warmer pockets Foot stirrups and thumb loops for donning ease Grommets positioned for air exhaust and moisture venting Articulated knees Embroidered BARE chest pocket with zipper
Bare : CT500 dry suit boot	\$65.63	1	each	<p>FEATURES</p> <ul style="list-style-type: none"> Designed for all BARE drysuits with compression-resistant Soft Boots Excellent support for rocky shore entries, boat decks and boat ladders Velcro ankle closure, thumb loop and fin tab Durable toe and heel cap
Ocean Technology Aquacomm SSB-1001B	\$2,227.00	1	each	<p>The Aquacom® SSB-1001B transceiver is a high power 10 watt, 8-channel single sideband underwater communications unit designed with the Military in mind. The SSB-1001B can be configured to operate with virtually any style full face mask (FFM) or mouth mask. With the addition of a CDK-6 Surface Accessory Kit, the SSB-1001B is easily converted into a portable surface station.</p> <p>Standard features:</p> <ul style="list-style-type: none"> Voice Operated Transmitter (VOX)

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				Push-to-talk control (PTT)
				Squelch
				8 channels
				Earphone volumes
				Voice menu (the user can adjust the SSB-1001B underwater via the voice menu)
				removable transducer
				and heavy duty design
Bare; 3mm Five-Finger K-Palm glove-unisex	\$20.63	1	each	FEATURES
				• 3mm neoprene with PU coated BARE
				branded palm
				• 5 finger design, double-glued and blind
				stitched
				• Nylon bound cuff
				• Pre-curved fingers
3mm neoprene with full Kevlar palm & fingers	\$27.65	1	each	3mm neoprene with Kevlar palm
				Kevlar wrapped thumb and finger design
				Adjustable wrist closure
Pelican Case #1650	\$333.95	1	each	1650 Case
				Interior Dimensions:
				28.57" x 17.52" x 10.65" (72.5 x 44.5 x 27 cm)
				Retractable extension handle
				4 strong polyurethane wheels with stainless steel bearings
				Easy open Double Throw latches
				Open cell core with solid wall design - strong, light weight
				O-ring seal
				Automatic Pressure Equalization Valve
				Fold down handles
				Stainless steel hardware and padlock protectors
				2 level Pick N Pluck™ with convoluted lid foam
				Personalized nameplate service available
				Lifetime Guarantee of Excellence
				Watertight, crushproof, and dust proof
Aluminum Cylinders Pony-Series #AL- 13	\$119.99	1	each	13 Cubic Foot Aluminum Cylinder
				Ideal for Pony bottle.
Pony Bottle Quick Disconnect with Tank Band Assembly, Innovative Scuba #T	\$142.86	1	each	Quick-Tec Pony Bottle Mounting System

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				Each Quick-Tec system includes 2 small aluminum mounting blocks that slide together and lock into position. A simple press of the lever allows the mounting blocks to unlock and slide apart. The Quick-Tec I system includes nylon Cam Band, the Quick-Tec II system includes a pair of stainless steel hose clamps for more permanent mounting.
Attached 5mm hood with 3mm skin-in face seal	\$52.80	1	each	Designed to layer with wet suits. Easy to dress and fast drying, it provides extra warmth over the torso.
Scubapro Crystal VU Mask	\$34.16	1	each	No tint glass for extra clarity
				EZ Equalize nose pocket
				Patented single-lens design with seamless side window for a panoramic field of vision
				Crystal-clear, double-sealed silicone skirt for superior fit and comfort.
				New even Lower-volume styling for a snug fit
Overmolded frame design				
Scubapro Deluxe Regulator Bag	\$21.28	1	each	Designed specifically to transport and store regulators or other fragile items, with all-over padding for optimal protection.
				Soft protection bag
				Exterior material combination of 420D Nylon NT, 450D Rip-stop and 600D Polyester/PU
				Inside lining 150D Polyester/PU
				Coil double slider zippers
Padded handle				
Scubapro Knighthawk Buoyancy Control Device	\$343.84	1	each	Back flotation technology positions air bladder in the back, providing exceptional freedom of movement around chest and shoulders
				3-dump deflation system enables divers to dump air from a variety of underwater positions
				Streamlined air cell technology and automatic volume control of air cell through compression straps
				Rotating Quick Release shoulder buckles and adjustable shoulder straps improve fit
				Dual zippered pockets with rollout pocket- easily accessible with an expandable compartment
				Soft neoprene neck roll and padded back pad provide skin-friendly padding
				Firmly padded, flexible cummerbund compensates for changes in the suit resulting from varying depths
				Ergonomic harness incorporates anatomically-shaped components to allow for even load distribution
				Quick-release integrated weight system offers more comfort and convenience. Pouches accommodate from 10lb to 12lb each (depending on size) and are secured in specially-designed pockets with oversized buckles.
				Two rear trim pockets counterbalance front weights and provide a well-balanced swimming position

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				1000 denier nylon outer bladder and 420 denier nylon inner, for maximum resistance to punctures and abrasion
				Pre-bent stainless steel D-rings
				Available with Balanced Power Inflator or
Scubapro MK 17 1st Stage with S555 Regulator	\$346.08	1	each	Please note that the S555 second stage has discontinued and is being replaced with the G260
				MK17 First Stage
				Balanced diaphragm
				Chrome plated brass body
				Cold water: Anti-Freeze protection & Dry chamber
				Externally adjustable intermediate pressure
				Low pressure ports: 4 (2 HFP)
				High pressure ports: 2
				Tank connection: INT 230 bar / DIN 300 bar
				Weight: : INT 230 850g / 30oz - DIN 300 625g / 22oz
				Air Flow at 200bar: >6500 l/min - 230 SCFM
				Intermediate pressure: 9-9.8 bar / 130-142 psi
				G260 Second Stage
				Air Balanced Flow Valve
				Highest performance in any conditions
				Diver's Adjustable Inhalation Effort
				Allows personalized breathing control
				Adjustable VIVA
				Prevents free flow in cold water or when used as an octopus
				High Flow Exhaust Valve
				Reduces exhalation effort for better breathing comfort
				Metal Components
				Better freezing resistance of the second stage
Scubapro A700 second stage	\$290.08	1	each	A700 Second Stage
				Air balanced valve
				Coaxial flow
				Diver-adjustable inhalation effort
				Diver-adjustable Venturi-Initiated Vacuum Assist (VIVA)
				Super-flow hose
				High comfort orthodontic mouthpiece
				Full metal case
				Full metal valve housing
				Weight: 265g / 9.3oz
				Air flow at 200 bar: 2000 l/min - 71 SCFM
				Maximum low pressure: 14 bar / 203 psi

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Scubapro R195 2nd Stage Octopus Regulator	\$114.24	1	each	R195 Second Stage
				Classic downstream valve
				VIVA Preset
				Super-flow hose
				High comfort orthodontic mouthpiece
				Full metal valve housing
				Left/right hose attachment
				Weight: 165g / 5.8oz
				Air flow at 200 bar: 1400 l/min - 50 SCFM
				Maximum low pressure: 14 bar / 203 PSI
Scubapro MK2Plus 1st Stage with R195 regulator	\$199.10	1	each	MK2 Plus First Stage
				Classic downstream piston
				Chrome plated brass body
				Low pressure ports: 4
				High pressure ports: 1
				Tank connection: INT 230 bar / DIN 300 bar
				Weight: : INT 230 706 / 24.9 - DIN 300 485g / 17.1oz
				Air Flow at 200bar: 2600 l/min - 92 SCFM
				Intermediate pressure (bar/psi): 8.5-9.8 / 123-142
				R195 Second Stage
				Classic downstream valve
				Diver-adjustable Venturi-Initiated Vacuum Assist (VIVA)
				Super-flow hose
				Super Comfort High Flow mouthpiece
				Metal valve housing
				Weight: 198g / 7.0oz
Air flow at 200 bar: 1400 l/min - 50 SCFM				
Maximum low pressure: 14 bar / 203 psi				
Scubapro MK2Plus 1st Stage with R195 regulator	\$199.10	1	each	MK2 Plus First Stage
				Classic downstream piston
				Chrome plated brass body
				Low pressure ports: 4
				High pressure ports: 1
				Tank connection: INT 230 bar / DIN 300 bar
				Weight: : INT 230 706 / 24.9 - DIN 300 485g / 17.1oz
				Air Flow at 200bar: 2600 l/min - 92 SCFM
				Intermediate pressure (bar/psi): 8.5-9.8 / 123-142
				R195 Second Stage
Classic downstream valve				

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				Diver-adjustable Venturi-Initiated Vacuum Assist (VIVA)
				Super-flow hose
				Super Comfort High Flow mouthpiece
				Metal valve housing
				Weight: 198g / 7.0oz
				Air flow at 200 bar: 1400 l/min - 50 SCFM
				Maximum low pressure: 14 bar / 203 psi
Bare; 6mm Ice Boot-Unisex	\$45.00	1	each	FEATURES
				• 6mm neoprene boot with a heavy-duty sole
				• Durable toe and heel cap
				• Fin tab to prevent strap movement
				• Heavy-duty zipper with gusset for easy entry
				• Double-glued and blind stitched
Scubapro Galileo Sol dive computer	\$770.00	1	each	Exclusive POLAR Heart Rate Monitoring System
				Full-Tilt Digital Compass with Bearing Memory
				Extra large Dot-Matrix Display
				Hoseless Gas Integration with True Remaining Bottom Time Calculation
				Predictive Multi Gas algorithm
				Updatable Processor that can be Reprogrammed via Infrared by the User
				EN Certification to 330m
				User-replaceable battery with tissue loading memory
				Plus all the UWATEC Core Technological Features for which we are renowned
Underwater Kinetics Titanium Blue Tang dive knife	\$66.25	1	each	Solid titanium blade and pommel are 100% corrosion resistant and non-magnetic
				Hollow ground straight and serrated knife edges for all types of cutting
				Quick disassembly for cleaning, no tools required
				Large choil and contoured handle make possible a powerful grip on the 5 inch blade
				Serrated edge for cutting rope and line
				Hooked edge line cutter
				Choice of two blade styles: Drop Point and Blunt Tip
				One hand insertion and removal from sheath
				Ozone resistant quick release knife straps included
Bare; 5mm Five-Finger K-Palm Glove-Unisex	\$38.75	1	each	FEATURES
				• 5mm fULL-STRETCH material with
				PU coated BARE branded palm
				• 3mm fULL-STRETCH cuff laminated
				with printed o-ring seals out and
				GLIDESKIN in

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				<ul style="list-style-type: none"> • 5 finger design, double-glued and blind stitched • Pre-curved fingers
Bare; 5mm Sport Full wetsuit	\$156.25	1	each	<p>MATERIAL</p> <ul style="list-style-type: none"> • 5mm standard neoprene <p>INNOVATION</p> <ul style="list-style-type: none"> • ARMOR FLEX shoulder and lower leg protection <p>OTHer FEATURES</p> <ul style="list-style-type: none"> • Comfortable contoured 5mm GLIDESKIN collar with Velcro adjustment • Set-in sleeve design for superior fit • Heavy-duty back zipper with skin-to-skin internal sealing flap • Loop at base of zipper assists donning • 4mm flex panel in elbow increases flexibility • Internal skin-in flap seals at mid-forearm and mid-calf to reduce water entry • Anatomically shaped arms, knees and lower legs • Heavy-duty ankle zippers ease donning • Edges finished with stretch nylon binding • Double glued with SECURE-LOCK construction
Scubapro Twin Jet Fin	\$85.80	1	each	<p>Patented split-fin propeller technology - proven to deliver more forward motion with considerably less effort than traditional blades.</p> <p>Drag-reducing vents substantially decrease resistance on both up and down strokes.</p> <p>Extended soleplate acts like a lever to enhance power stroke.</p> <p>Extra-wide foot pocket is ideal for wearing with a dry or semi-dry suit - also very comfortable to wear with standard warm-water boots.</p> <p>Quick-connect swivel buckles. Spring-Heel Straps also available separately.</p> <p>Moulded from a stiff compound to deliver a slightly negative buoyancy.</p>
Underwater Kenitics C-4 L.E.D. Dive Light	\$82.50	1	each	<p>Our Primary Dive Lights include the C4, C8, AquaSun, Light Cannon, and D8. These range from the smallest, the C4, to the largest, the D8.</p> <p>Primary dive lights can be used for daytime or nighttime dives. They are typically larger, with wide beams, come in pistol grip or lantern grip and both Xenon and eLED® versions. Some divers prefer a smaller, more lightweight primary light like the C4 for daytime dives because there is more natural illumination available.</p>
XS SCUBA Mini retractor clip #CL14	\$14.30	1	each	MINI GEAR RETRACTOR
XS Scuba Locking Gear Retractor #CL15	\$22.10	1	each	Locking Gear Retractor

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XS Scuba Deluxe Mesh Backpack	\$52.50	1	each	Now Includes:
				- Large dry pocket for camera, towel, clothes, etc...
				- Interior log book pocket
				Heavy-duty, PVC-coated nylon mesh
				Adjustable shoulder straps, padded for comfort
				Adjustable sternum strap
				Outer zippered pocket
				Tough, PVC reinforced bottom
				Easy access, side opening, #10 YKK zipper
				Convenient molded rubber side handle
				Drawstring access with heavy-duty nylon cord
				Marine brass grommets
				Dimensions: 29" tall x 16.5" diameter
Color: Black				
Weight: 3.5 Pounds				
Scubapro Smart Infra Red Device	\$68.75	1	each	Provides Infrared connectivity solution for PCs not equipped with built-in devices to allow you to transfer information from your UWATEC computer to SmartTRAK.
				The UWATEC USB Infrared Device enables data transfer between the following UWATEC computers and SmartTRAK:
				Aladin One, Aladin Prime, Aladin TEC, Aladin TEC 2G, Aladin 2G.
				Galileo SOL, Galileo TERRA, Galileo LUNA.
				Smart Pro, Smart COM, Smart TEC, Smart Z.
				COMPATIBILITY
				Windows platforms (98, 2000, XP, VISTA, Windows 7). Drivers Supplied with device.
SEAC 5mm Hooded Over vest/shorty	\$109.38	1	each	VEST FLEX OVER SUIT HOODED STEP IN SERIES
Carter-Lift bags 25 lb	\$34.00	1	each	15" X 20"
Carter Lift bags 50 lb	\$50.00	1	each	18" X 25"
Carter Lift Bag 100 lb	\$62.50	1	each	25" X 28"
Carter Lift Bag 200 lb	\$93.75	1	each	32" X 30"
Cater Lift Bag 250 lb	\$102.50	1	each	32" X 38"

PRICING SHEET: NIGP CODE 12083

Vendor Number: 2011004216 0

Certificates of Insurance Required

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

SCUBA AND SKIN DIVING EQUIPMENT

1.0 INTENT:

The intent of this invitation for bids is to purchase Scuba and Skin Diving Equipment for the Maricopa County Sheriff's Office.

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

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

2.0 SPECIFICATIONS:

2.1 DIVE GEAR REQUIREMENTS-NO SUBSTITUTIONS

2.1.1 Innovative Regulator Hose

2.1.1.1 34 inch

2.1.2 Aquacom, THB-101 900298-009- Headset, Set up for the STX101 Surface Transceiver with Boom Mic

2.1.3 Aquacom- STX-101m Transceiver

2.1.3.1 Nominal Range: calm seas: Greater than 1,500 meters. Sea State 6: 200 meters

2.1.3.2 Frequency Range: 30 to 35 KHz

2.1.3.3 Audio Bandwidth: 300Hz to 3,500 Hz.

2.1.3.4 Automatic Gain Control: 120dB dynamic range (AGC)

2.1.3.5 Acoustic Output Power: 10 watts (nominal)

2.1.3.6 Microphone/Speaker: Hand Held, dynamic, 200 ohm. / Front panel speaker W/On/Off control

2.1.3.7 Transducer: Piezoelectric type on a 55' cable

2.1.3.8 External Power: 12 volt, DC @ minimum of 4 amps.

2.1.3.9 Battery Type & Life: Supplied with (2) RB-6V rechargeable batt. Opt (2) 6 volt lantern battery (heavy duty with springs). 20 hours continuous use. Charger = RC- 6M (supplied).

2.1.3.10 Squelch: User adjustable from the front panel.

2.1.3.11 Receiver Sensitivity: Greater than 100 dBv.

2.1.3.12 Housing Dimensions: D: 10.60", W: 14.00", H: 6.500", Weight 12.5 lbs. w/ Batt. Housing U/K 603

2.1.3.13 Sideband Channels: 1=32.768 kHz upper, 2= 32.768 kHz lower, 3=31.250 kHz upper, 4= 31.250 kHz lower, 5= 28.5 kHz upper, 6= 28.5 kHz lower, 7= 25kHz upper, 8= 25 kHz lower

2.1.4 Bare; Trilam HD Tech Dry (Drysuit)

2.1.4.1 Nylon/butyl/polyester trilaminate

2.1.4.2 Self donning front entry

2.1.4.3 Automatic torso recoil controlling torso length

2.1.4.4 3mm Neoprene neck seal

2.1.4.5 Zipper guard

2.1.4.6 HD Vulcanized boot

2.1.4.7 K-PADz knee protection

2.1.4.8 360 degree swivel inflator

2.1.4.9 HD Bottleneck latex wrist seals

2.1.4.10 Drysuit bag, zipper lubricant and talc

- 2.1.5 Bare; Hi-loft Polarwear Extreme drysuit underwear
 - 2.1.5.1 Two-way zipper
 - 2.1.5.2 Nylon Exterior
 - 2.1.5.3 Hydrostretch panel for ease of movement
 - 2.1.5.4 Hand-warmer pockets

- 2.1.6 Bare : CT500 dry suit boot
 - 2.1.6.1 Nylon exterior
 - ~~Ocean Technology Systems Guardian full face mask with communications~~
 - 2.1.6.2 Chemically resistant silicone skirt
 - 2.1.6.3 Oral-nasal pocket
 - 2.1.6.4 Highly effective de-fogging system
 - 2.1.6.5 Polycarbonate visor
 - 2.1.6.6 5 point "spider" strap system
 - 2.1.6.7 Cold water Interspiro 2nd stage
 - 2.1.6.8 Semi-Positive pressure
 - 2.1.6.9 ABV-1* Ambient Breathing Valve
 - 2.1.6.10 Supply hose

- 2.1.7 Ocean Technology Aquacomm SSB-1001B
 - 2.1.7.1 Nominal Range: Calm SEA: Greater than 1,500 meters. Sea state 6: 150 meters nominal
 - 2.1.7.2 Transmitter Band: 25 to 31 kHz
 - 2.1.7.3 Audio Freq. Response: 300 Hz to 4,000 Hz.
 - 2.1.7.4 Receiver Sensitivity: - 110dBv.
 - 2.1.7.5 Acoustic Output Power: 10 watts + (174.2 dB re 1 uPA at one meter)
 - 2.1.7.6 Automatic Gain Control: 120 dB dynamic range (AGC)
 - 2.1.7.7 Transducer: Piezoelectric type
 - 2.1.7.8 Transmitter Activation: Voice Operated transmitter (VOX) or manual activation (PPT)
 - 2.1.7.9 Battery Type: 8-AA Alkaline cells or .NiMH recharg batt. RB-11 & RC-15
 - 2.1.7.10 Battery Life: 12 hrs AA Alkaline assuming 10% duty cycle. 13 hrs. NiMH batt.
 - 2.1.7.11 Low Battery Indicator: Red LED on upper housing (also indicates power is ON)
 - 2.1.7.12 Housing Dimensions: Height 7.60", Width 3.55", and Depth 1.80"
 - 2.1.7.13 Sideband Channels: 1= 32.768 kHz upper, 2= 32.768 kHz lower, 3= 31.250 kHz upper, 4= 31.250 kHz lower, 5= 28.5 kHz upper, 6= 28.5 kHz lower, 7= 25 kHz upper, 8= 25 kHz lower.

- 2.1.8 Carter- Lift bags
 - 2.1.8.1 Open bottom vents expanding air as it ascends
 - 2.1.8.2 One or more handles and tie-off points
 - 2.1.8.3 Lighter weight urethane coated nylon material, folds into neat, negatively-buoyant rolls
 - 2.1.8.4 Bag lifts range from 25 to 250 pound

- 2.1.9 Bare; 3mm Five-Finger K-Palm glove-unisex
 - 2.1.9.1 Cuff with Velcro closure

- 2.1.10 3mm neoprene with full Kevlar palm & fingers
 - 2.1.10.1 Precurved fingers
 - 2.1.10.2 Small diamond abrasion resistant material

- 2.1.11 Pelican Case #1650
 - 2.1.11.1 Fold down main handle, 7" extension handle
 - 2.1.11.2 1/4" (6.4 mm) neoprene o-ring and ABS latches and automatic purge valve
 - 2.1.11.3 2" Transport wheels
 - 2.1.11.4 Temperature Rating: Minimum -10° F (-23° C) Maximum +210° F (+99° C)
 - 2.1.11.5 Inside Dimensions: 29" x 17-7/8" x 10-1/2"
 - 2.1.11.6 Outside Dimensions: 32-1/2" x 20-1/2" x 11-5/16"
 - 2.1.11.7 Lid Depth: 1-7/8" (4.7 cm)
 - 2.1.11.8 Case Depth: 8-5/8" (21.9 cm)
 - 2.1.11.9 Buoyancy: Floats in salt water with 100 lbs (45.4 kg)
 - 2.1.11.10 Approvals: IP 67 ATA Specification 300 Military Standard C-4150J
 - 2.1.11.11 Weight of Case: 39.2 lbs
 - 2.1.11.12 Made of Ultra High Impact structural copolymer: Unbreakable, watertight, airtight, dustproof, chemical resistant and corrosion proof
 - 2.1.11.13 Without Foam

- 2.1.12 Aluminum Cylinders Pony-Series #AL- 13
 - 2.1.12.1 High-strength aluminum technology
 - 2.1.12.2 "Plus" rated for 10% overfill to 3442 psi
 - 2.1.12.3 Standard "Yoke Style" Thermo PRO valve
 - 2.1.12.4 Inlet thread is standard 3/4"-14 NPSM
 - 2.1.12.5 Negatively buoyant throughout the dive
 - 2.1.12.6 Manufactured to DOT 3AL standard
 - 2.1.12.7 13 cubic feet

- 2.1.13 Pony Bottle Quick Disconnect with Tank Band Assembly, Innovative Scuba #TK-0402
 - 2.1.13.1 Bare; Velocity 5mm hooded vest
 - 2.1.13.2 Heavy-duty front zipper

- 2.1.14 Attached 5mm hood with 3mm skin-in face seal

- 2.1.15 Scubapro Crystal VU Mask
 - 2.1.15.1 Patented Purge
 - 2.1.15.2 Patented Single Lens with seamless side window
 - 2.1.15.3 Double sealed silicone skirt
 - 2.1.15.4 Low volume styling
 - 2.1.15.5 Swivel buckles for easy adjustment

- 2.1.16 Scubapro Deluxe Regulator Bag
 - 2.1.16.1 Oversized
 - 2.1.16.2 Padded
 - 2.1.16.3 Internal Velcro® straps to secure the system hoses
 - 2.1.16.4 Heavy-duty, molded carry handle

- 2.1.17 Scubapro Knighthawk Buoyancy Control Device
 - 2.1.17.1 Retractable air bladder offers the ultimate in streamline design and significantly decreases drag
 - 2.1.17.2 Adjustable cummerbund has a quick-release buckle
 - 2.1.17.3 Four stainless steel D-rings offer diver plenty accessory attachment options
 - 2.1.17.4 Two zippered pockets can be rolled up and stowed out of the diver's way when not used

- 2.1.17.5 Two front quick-release weight-integration pockets hold up to ten (10) pounds of weight
- 2.1.17.6 Two back weight-integration (no-dump) pockets on back hold up to five (5) pounds each of non-releasable weights
- 2.1.17.7 Comfort features: neck roll of soft neoprene, special foam back pad
- 2.1.17.8 Three pull dumps deflate the BC quickly from any position the diver may encounter
- 2.1.17.9 Stainless steel tank attachment system
- 2.1.18 Scubapro MK 17 1st Stage with S555 Regulator
 - 2.1.18.1 1st Stage: MK17
 - 2.1.18.1.1 Balanced diaphragm design.
 - 2.1.18.1.2 Dry ambient chamber.
 - 2.1.18.1.3 Thermal Insulating System (TIS)
 - 2.1.18.1.4 Anti Freeze (AF) System
 - 2.1.18.1.5 4 low pressure ports (2 High Flow Ports (HFP))
 - 2.1.18.1.6 2 high pressure ports
 - 2.1.18.1.7 Weight 1.90 lbs
 - 2.1.18.1.8 Externally Adjustable IP
 - 2.1.18.1.9 Yoke / DIN 232
- 2.1.19 Scubapro A700 second stage
 - 2.1.19.1 Air balanced valve
 - 2.1.19.2 coaxial flow
 - 2.1.19.3 Diver adjustable inhalation effort
 - 2.1.19.4 Full metal case
 - 2.1.19.5 Full metal valve housing
 - 2.1.19.6 Orthodontic silicone mouthpiece
- 2.1.20 Scubapro R195 2nd Stage Octopus Regulator
 - 2.1.20.1 Classic Downstream valve
 - 2.1.20.2 1-meter hose
 - 2.1.20.3 Signaling yellow cover and hose protector
 - 2.1.20.4 Reversible attachment of low pressure hose
 - 2.1.20.5 Fixed VIVA flow vane
 - 2.1.20.6 Orthodontic silicone mouthpiece
 - 2.1.20.7 Large, soft purge button
 - 2.1.20.8 Compact and lightweight design
- 2.1.21 Scubapro MK2Plus 1st Stage with R195 regulator
 - 2.1.21.1 1st Stage: MK 2PLUS
 - 2.1.21.1.1 Standard Piston Design
 - 2.1.21.1.2 Reliability and virtually trouble-free performance
 - 2.1.21.1.3 Thermal insulating system
 - 2.1.21.1.4 Four LP ports
 - 2.1.21.2 Second Stage: ~~R295~~ **R195**
 - 2.1.21.2.1 Classic downstream valve
 - 2.1.21.2.2 Reversible attachment of low pressure hose
 - 2.1.21.2.3 Fixed VIVA flow vane
 - 2.1.21.2.4 Lightweight and compact
 - 2.1.21.2.5 Redesigned classic purge

2.1.21.2.6 Orthodontic silicone mouthpiece

2.1.22 Bare; 6mm Ice Boot-Unisex

- 2.1.22.1 6mm neoprene boot with a heavy-duty sole
- 2.1.22.2 Gusseted zipper
- 2.1.22.3 Toe and heel caps
- 2.1.22.4 Fin strap retainer is integrated into the heel cap
- 2.1.22.5 Double Glued and Blind Stitched

2.1.23 Scubapro Galileo Sol dive computer

- 2.1.23.1 Exclusive POLAR Heart Rate Monitoring System
- 2.1.23.2 Full-Tilt Digital Compass with Bearing Memory
- 2.1.23.3 Extra large Dot-Matrix Display
- 2.1.23.4 Hoseless Gas Integration with True
- 2.1.23.5 Remaining Bottom Time Calculation
- 2.1.23.6 Predictive Multi Gas algorithm
- 2.1.23.7 Updatable Processor that can be Reprogrammed via Infrared by the User
- 2.1.23.8 EN Certification to 330m
- 2.1.23.9 User-replaceable battery with tissue loading memory
- 2.1.23.10 Plus all the UWATEC Core Technological features for which we are renowned
- 2.1.23.11 Nitrox 21% to 100% (1% increments)
- 2.1.23.12 4 second sampling rate for rapid on-screen information
- 2.1.23.13 User adjustable backlight display
- 2.1.23.14 Dive planner
- 2.1.23.15 Replaceable screen protector
- 2.1.23.16 Temperature displayed on screen
- 2.1.23.17 Mid-tank pressure warning
- 2.1.23.18 Gauge mode
- 2.1.23.19 Maximum depth alarm
- 2.1.23.20 Long Life Battery

2.1.24 Underwater Kinetics Titanium Blue Tang dive knife

- 2.1.24.1 Full size titanium
- 2.1.24.2 Line Cutter
- 2.1.24.3 Includes locking sheath
- 2.1.24.4 Leg strap

2.1.25 Bare; 5mm Five-Finger K-Palm Glove-Unisex

- 2.1.25.1 Thicknesses: 5mm
- 2.1.25.2 Full Kevlar palm and fingers
- 2.1.25.3 Cut and tear resistant
- 2.1.25.4 Extremely flexible neoprene
- 2.1.25.5 Precurved fingers
- 2.1.25.6 Velcro® closure with gusset
- 2.1.25.7 Double-stitched, glued design

2.1.26 Bare; 5mm Sport Full wetsuit

- 2.1.26.1 5mm neoprene torso with 4mm elbows, 5mm arms and lower legs
- 2.1.26.2 Progressive Stretch
- 2.1.26.3 Lumbar-X-Tender panel in lower back
- 2.1.26.4 5mm Glideskin collar with Velcro adjustment
- 2.1.26.5 Heavy duty back zipper
- 2.1.26.6 Double glued with Secure-Lock construction.

- 2.1.26.7 Heavy-duty ankle zippers for easy donning
- 2.1.27 Scubapro Twin Jet Fin
 - 2.1.27.1 Patented split fin propeller technology
 - 2.1.27.2 Patented drag-reducing vents
 - 2.1.27.3 Extended soleplate
 - 2.1.27.4 Extra-wide foot pocket
 - 2.1.27.5 Quick-connect swivel buckles
 - 2.1.27.6 Black
- 2.1.28 Underwater Kenitics C-4 L.E.D. Dive Light
 - 2.1.28.1 Worlds first high intensity L.E.D. dive light
 - 2.1.28.2 High Intensity White L.E.D.
 - 2.1.28.3 Constant light output at any battery level
 - 2.1.28.4 80+ TIMES Longer Lamp Life - 5,000 hours
 - 2.1.28.5 Power saving switch allows for high or low lamp setting
 - 2.1.28.6 Extremely durable lamp, will not break even if dropped
 - 2.1.28.7 Power: 5 watts
 - 2.1.28.8 Battery Life: 4.5 hours
 - 2.1.28.9 Battery: 4 C-CELL
 - 2.1.28.9.1 Bulb Life: 5000+hours
 - 2.1.28.9.2 Depth: 500 feet
- 2.1.29 XS SCUBA Mini retractor clip #CL14
- 2.1.30 XS Scuba Locking Gear Retractor #CL15
- 2.1.31 XS Scuba Deluxe Mesh Backpack
 - 2.1.31.1 Heavy-duty, PVC-coated nylon mesh
 - 2.1.31.2 Adjustable shoulder straps, padded for comfort
 - 2.1.31.3 Exterior pocket with convenient key hook
 - 2.1.31.4 Adjustable sternum strap
 - 2.1.31.5 Tough, PVC-reinforced bottom
 - 2.1.31.6 Easy-access, side opening, #10 YKK zipper
 - 2.1.31.7 Convenient molded rubber side handle
 - 2.1.31.8 Drawstring access with heavy-duty nylon cord
 - 2.1.31.9 Marine brass grommets
 - 2.1.31.10 Interior pocket for DRY Logbook Cover
 - 2.1.31.11 Attachment point Mask Bag
 - 2.1.31.12 Attachment point for Cell Phone Pocket or Sunglasses Pocket
 - 2.1.31.13 Dimensions: 29" x 16.5"
- 2.1.32 Scubapro Smart Infra Red Device
 - 2.1.32.1 Compatible with the following UWATEC computers: Aladin ONE, Aladin PRIME, Aladin TEC, Aladin TEC 2G, SmartPRO, SmartCOM, Smart Z, Smart TEC
 - 2.1.32.1.1 PC with Windows 98/2000/XP (installation disc provided)
 - 2.1.32.1.2 Apple Macintosh running MAC OS 10.3 or higher (plug and play compatible)
 - 2.1.32.1.3 Plugs directly into USB port, or via USB cable provided.
 - 2.1.32.1.4 Aluminum scuba tank various sizes as needed
 - 2.1.32.1.5 Dive Alert compatible with Scubapro Knighthawk
 - 2.1.32.1.6 SubDuck compatible with Scubapro Knighthawk

2.1.33 SEAC 5mm Hooded Over vest/shorty

- 2.1.33.1 One piece hooded vest
- 2.1.33.2 Outer lining: Extraflex neoprene with performed cut
- 2.1.33.3 Inner lining: plush
- 2.1.33.4 Front YKK zipper
- 2.1.33.5 Single cone system with smooth skin against the skin
- 2.1.33.6 Sizes varies from 010502 thru 010517

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 DELIVERY AND INSTALLATION:

- 2.3.1 Delivery shall be F.O.B. Destination Freight Prepaid within twenty (20) days of receipt of Using Agency purchase order, to any delivery location within Maricopa County.

2.4 EXPEDITED DELIVERY:

- 2.4.1 If the Using Agency determines that rush shipping or other alternate shipping is required, it shall notify the Contractor. The Contractor shall determine any additional costs associated with such delivery terms and communicate that cost to the Using Agency.
- 2.4.2 The Using Agency shall not advise the Contractor to proceed with an expedited shipment until acceptable terms are agreed upon and a purchase order is issued. Upon agreeing to the additional costs, the Using Agency shall advise the Contractor to proceed.
- 2.4.3 Upon receipt of material(s) and invoicing, the Using Agency shall ensure that any additional charges are in compliance with and do not exceed agreed to costs. The Using Agency shall retain all documents related to these costs within the agency purchase file.

2.5 SHIPPING DOCUMENTS:

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

- 2.5.1 Contract Serial number.
- 2.5.2 Contractor's name and address.
- 2.5.3 Using Agency name and address.
- 2.5.4 Using Agency purchase order number.
- 2.5.5 A description of product(s) shipped, including item number(s), quantity (ies), number of containers and package number(s), as applicable.

2.6 OPERATING MANUALS:

Upon delivery, Contractor shall provide comprehensive operational manuals, service manuals and schematic diagrams, if required by the Using Agency.

2.7 ACCEPTANCE:

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

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

2.8 DISCONTINUED MATERIALS:

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

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

2.8.1.2 Documentation that names the replacement material.

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

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

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

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

2.9 WARRANTY:

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

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

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

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

2.10 MAINTENANCE:

2.10.1 The Contractor shall provide for maintenance under this Contract upon acceptance of materials by the Using Agency. Any requests for maintenance, repairs and adjustments shall be made within twenty-four (24) hours of notification.

2.10.2 All equipment must be assembled, repaired and maintained by factory trained certified scuba diver technicians to factory specifications and tested in the Phoenix area. The Contractor must provide proof of certification in the bid.

- 2.10.3 All warranted parts will be visually inspected by MCSO dive team prior to being replaced and returned to the manufacturer at no cost to the Sheriff's Office
- 2.10.4 All parts not under warranty that are replaced will be returned to the Sheriff's Office.
- 2.10.5 The Contractor shall provide an annual maintenance service according to the manufacturer's recommendation under terms of the warranty. Only original parts may be used for repairs and must be purchased from an authorized dealer.
- 2.10.6 All of the maintenance, repairs and adjustment must be recorded and maintained for the length of the contract including all renewals.

2.11 **FACTORY AUTHORIZED SERVICE AVAILABILITY:**

The Contractor shall have and maintain a local factory authorized service facility within the Phoenix, Arizona metropolitan area. The facility shall be capable of supplying and installing component parts, troubleshooting, repairing and maintaining the material(s). Minimum service hours shall be from 8:00 A.M. through 5:00 P.M., Arizona Time, Monday through Friday.

2.12 **BRAND NAME:**

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

2.13 **MODEL / YEAR OF MATERIALS:**

The County will only accept bids offering current model / year equipment / material(s).

2.14 **INVOICES AND PAYMENTS:**

2.14.1 The Contractor shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract Serial Number
- County purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity (number of days or weeks)
- Contract Item number(s)
- Description of Purchase (product or services)
- Pricing per unit of purchase
- Freight (if applicable)
- Extended price
- Mileage w/rate (if applicable)
- Arrival and completion time (if applicable)
- Total Amount Due

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

2.14.3 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>).

2.14.4 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.

2.15 TAX:

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

3.0 SPECIAL TERMS & CONDITIONS:

3.1 CONTRACT TERM:

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

3.2 OPTION TO RENEW:

The County may, at its option and with the approval of the Contractor, renew the term of this Contract up to a maximum of two (2) 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. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the Consumer Price Index or by performing a market survey.

3.4 INDEMNIFICATION:

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

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

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

3.5 INSURANCE:

- 3.5.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of A+. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.
- 3.5.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.
- 3.5.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.
- 3.5.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.
- 3.5.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- 3.5.6 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.
- 3.5.7 The insurance policies required by this Contract, except Workers' Compensation, 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 furnish the County with valid and complete certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

3.5.13.2 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.**

3.5.13.2.1 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.

3.5.13.2.2 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 PROCUREMENT CARD ORDERING CAPABILITY:

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

3.7 INTERNET ORDERING CAPABILITY:

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

3.8 ORDERING AUTHORITY.

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

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

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

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

3.9 REQUIREMENTS CONTRACT:

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

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

3.9.3 Contractors agree to accept verbal notification of cancellation from the County Procurement Officer with written notification to follow. By submitting a bid in response

to this Invitation for Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

3.10 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

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

3.11 TERMINATION FOR DEFAULT:

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

3.12 TERMINATION BY THE COUNTY:

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

3.13 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel any Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

3.14 OFFSET FOR DAMAGES;

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance of the contract.

3.15 ADDITIONS/DELETIONS OF SERVICE:

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

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

3.16 SUBCONTRACTING:

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

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

3.17 AMENDMENTS:

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

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

3.18.1 In accordance with section MCI 371 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

3.18.2 If the Contractor's books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

3.18.3 If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future claim submitted by the Contractor by the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the Contractor by issuing a check payable to Maricopa County.

3.19 AUDIT DISALLOWANCES:

If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the County either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

3.20 VALIDITY:

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of the Contract.

3.21 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from a Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall

supply to the other party, upon request, any available information that is relevant to a Contract and to the performance thereunder.

3.22 RELATIONSHIPS:

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the County and the Contractor.

3.23 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

3.23.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

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

3.23.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3.23.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

3.23.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

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

3.23.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

3.24 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 CONTRACTOR LICENSE REQUIREMENT:

3.25.1 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.

3.25.2 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.

3.26 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:

3.26.1 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,

3.26.2 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.

3.27 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.

3.28 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.