SERIAL 14012 C MCSO SMITH AND WESSON SERVICE PISTOLS

DATE OF LAST REVISION: April 09, 2014 CONTRACT END DATE: April 30, 2017

CONTRACT PERIOD THROUGH APRIL 30, 2017

TO: All Departments

FROM: Office of Procurement Services

SUBJECT: Contract for **MCSO SMITH AND WESSON SERVICE PISTOLS**

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 **April 09, 2014.**

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
Materials Management

JG/mm
Attach

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

SERIAL 14012-C

PROFORCE MARKETING, INC., DBA PROFORCE LAW ENFORCEMENT, 3009 N HWY 89 PRESCOTT, AZ 86301

COMPANY NAME:	**Proforce Marketing INC**
DOING BUSINESS AS (DBA) NAME:	**Proforce Law Enforcement**
MAILING ADDRESS:	**3009 N Hwy 89 Prescott, AZ 86301**
REMIT TO ADDRESS:	**3009 N Hwy 89 Prescott, AZ 86301**
TELEPHONE NUMBER:	**800-367-5855**
FACSIMILE NUMBER:	**928-445-3468**
WEB SITE:	**www.proforceonline.com**
REPRESENTATIVE NAME:	**Mike Massimo**
REPRESENTATIVE TELEPHONE NUMBER:	**800-367-5855**
REPRESENTATIVE E-MAIL:	**sales@proforceonline.com**

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	☐	☑	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	☐	☑	

☑ NET 30 DAYS

Title	Unit Price	Qty	UofM	Total Price	Description	Bidder Notes
Smith and Wesson M&P 9mm (SKU 309701 LE)	$354.84	726	each	$257,613.84	Smith and Wesson M&P 9mm (SKU 309701 LE) Caliber: 9mm Barrel Length: 4.25" Capacity: 17 + 1 round Magazine: 17 round - 3 magazines per pistol Front Sight: Steel Ramp Dovetail Mount - Tritium Rear Sight: Steel Novak Lo-Mount Carry - Tritium Finish: Slide and Barrel Black: 68HRc	**Provide product lead time from order**: 60-90 Days ARO Bid as specified

PROFORCE MARKETING, INC., DBA PROFORCE LAW ENFORCEMENT, 3009 N HWY 89 PRESCOTT, AZ 86301

Smith and Wesson M&P45 (SKU 307706 LE)	$381.72	489	each	$186,661.08	Smith and Wesson M&P45 (SKU 307706 LE) Caliber: .45 ACP Barrel Length: 4.5" Capacity: 10 + 1 round Magazine: 10 round - 3 magazines per pistol Front Sight: Steel Ramp Dovetail Mount - Tritium Rear Sight: Steel Novak Lo-Mount Carry - Tritium Finish: Slide and Barrel Black: 68HRc	**Provide product lead time from order**: 60-90 Days ARO Bid as specified
M&P 9mm Additional Magazines	$17.74	375	each	$6,652.50	9mm Additional Magazines 17 round Capacity 17 round Capacity	**Provide product lead time from order**: 90-120 Days ARO Bid as specified
M&P .45 ACP Additional Magazines	$17.74	375	each	$6,652.50	P .45 ACP Additional Magazines	**Provide product lead time from order**: 90-120 Days ARO Bid as specified
9mm Weapon Certification Ammunition	$0.2204	150000	each	$33,060.00	9mm luger pistol, 115-124 grain FMJ or JHP bullet, new manufactured brass, boxer primed and reloadable, velocity approximately 1200 FPS dependent on bullet weight, accuracy comparable to service ammunition.	**Provide product lead time from order**: Minimum 12 Months Bid Remington L45AP4 Bid Remington L9MM3
45 ACP Weapon Certification Ammunition	$0.3065	90000	each	$27,585.00	45 ACP pistol, 185-230 grain FMJ or JHP bullet, new manufactured brass, boxer primed and reloadable, velocity approximately 850 FPS dependent on bullet weight, accuracy comparable to service ammunition.	**Provide product lead time from order**: Minimum 12 Months Bid Remington L45AP4

PROFORCE MARKETING, INC., DBA PROFORCE LAW ENFORCEMENT, 3009 N HWY 89
PRESCOTT, AZ 86301

Hour Labor Rate for Factory Repairs	$25.00	1	each	$25.00	Repair hourly cost at factory authorized repair facility inclusive of shipping cost	Please note: This hourly price is for add-on's only. You will have a lifetime warranty on any manufacturer defects. Please see manufacturer warranty attached
Catalog Discount	0.00%	1	each	0.00%	Provide discount percentage from list price for Smith and Wesson Parts and Accessories.	NO BID

PRICING SHEET: NIGP CODE 68052

Vendor Number: 2011002408 0

Certificates of Insurance Required

Contract Period: To cover the period ending **April 30, 2017.**

SERIAL 14012-C

SGC TACTICAL, 8360 E. RAINTREE DR.SUITE 201, SCOTTSDALE, AZ 85260

COMPANY NAME:	**SGC Global Industries**
DOING BUSINESS AS (DBA) NAME:	**SGC Tactical**
MAILING ADDRESS:	**8360 E. Raintree Dr. Suite 201 Scottsdale, AZ 85260**
REMIT TO ADDRESS:	**8360 E. Raintree Dr. Suite 201 Scottsdale, AZ 85260**
TELEPHONE NUMBER:	**480-398-3404**
FACSIMILE NUMBER:	**480-398-3401**
WEB SITE:	**sgctactical.com**
REPRESENTATIVE NAME:	**Clint Bryan**
REPRESENTATIVE TELEPHONE NUMBER:	**480-330-8462**
REPRESENTATIVE E-MAIL:	**cbryan@uspalm.com sales@sgctactical.com**

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	☑	☐	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	☑	☐	

☑ NET 30 DAYS

Title	Unit Price	Qty	UofM	Total Price	Description	Bidder Notes
9mm Service Ammunition	$0.5165	25000	each	$12,912.50	CCI/Speer Load: 124 Grain, Gold Dot Hollow Point #53618 *Intent to be purchased as a single lot. 10 Round Capacity	**Provide product lead time from order**: 90-120 day ARO 1000 rd case of Speer Gold Dot 124gr 9mm Hollow Point broke down per round
45 ACP Service Ammunition	$0.5871	15000	each	$8,806.50	CCI/Speer Load: 230 Grain, Gold Dot Hollow Point #53966 *Intent to be purchased as single lot Added on Feb 26, 2014: Load description changed to 185 Grain Gold Hollow Point 53964	**Provide product lead time from order**: 90-120 Day ARO 1000 rd case of Speer Gold Dot 185gr 45acp Hollow Point broke down per round

PRICING SHEET: NIGP CODE 68052

Vendor Number:	2011004702 0
Certificates of Insurance	Required
Contract Period:	To cover the period ending **April 30, 2017.**

MCSO SMITH AND WESSON SERVICE PISTOLS

1.0 INTENT:

The intent of this Solicitation is to establish a contract that would facilitate the purchase of two models of new pistols and accessories per the specifications contained in this Solicitation. All divisions of MCSO may use the subsequent contract at their option.

Other governmental entities under agreement with the County may have access to services provided hereunder (see also Sections ~~2.27 and 2.28~~ **2.22 and 2.23**, below).

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

2.0 SPECIFICATIONS:

2.1 PISTOL SPECIFICATIONS:

2.1.1 Model: Smith and Wesson M&P 9mm ~~(SKU 209001)~~ **(SKU 309701 LE)**
- 2.1.1.1 Caliber: 9mm
- 2.1.1.2 Barrel Length: 4.25"
- 2.1.1.3 Capacity: 17 + 1 round
- 2.1.1.4 Magazine: 17 round – 3 magazines per pistol
- 2.1.1.5 Front Sight: ~~Steel Ramp Dovetail Mount~~ - Tritium
- 2.1.1.6 Rear Sight: ~~Steel Novak Lo-Mount Carry~~ – Tritium
- 2.1.1.7 Finish: Slide and Barrel Black, 68HRc
- 2.1.1.8 Expected quantity: 726

2.1.2 Model: Smith and Wesson M&P45 ~~(SKU 109306)~~ **(SKU 307706 LE)**
- 2.1.2.1 Caliber: .45ACP
- 2.1.2.2 Barrel Length: 4.5"
- 2.1.2.3 Capacity: 10+1 Round
- 2.1.2.4 Magazine: 10 round - 3 magazines per pistol
- 2.1.2.5 Front Sight: ~~Steel Ramp Dovetail Mount~~ - Tritium
- 2.1.2.6 Rear Sight: ~~Steel Novak Lo-Mount Carry~~ - Tritium
- 2.1.2.7 Finish: Slide and Barrel Black, 68HRc
- 2.1.2.8 Expected quantity: 489

2.2 ACCESSORIES:

2.2.1 M&P 9mm Additional Magazines

- 2.2.1.1 17 Round
- 2.2.1.2 Expected Quantity: 375

2.2.2 M&P 45 Additional Magazines

- 2.2.2.1 10 Round
- 2.2.2.2 Expected quantity: 375

2.2.3 No aftermarket manufactured magazines shall be accepted

2.3 SERVICE AMMUNITION

2.3.1 9MM

- 2.3.1.1 Manufacturer: CCI/SPEER
- 2.3.1.2 Load: 124 Grain, Gold Dot Hollow Point #53618
- 2.3.1.3 Expected quantity: 25,000 rounds

2.3.2 45 ACP

2.3.2.1 Manufacturer: CCI/SPEER
~~2.3.2.2~~ Load: ~~230~~ **185** Grain, Gold Dot Hollow Point #~~53966~~ **53964**
2.3.2.3 Expected quantity: 15,000 rounds

2.4 WEAPON CERTIFICATION AMMUNITION

2.4.1 .45 ACP pistol, 185-230 grain FMJ or JHP bullet, new manufactured brass, boxer primed and reloadable, velocity approximately 850 FPS dependent on bullet weight, accuracy comparable to service ammunition.

2.4.1.1 Expected Quantity: 90,000 rounds

2.4.2 9mm luger pistol, 115-124 grain FMJ or JHP bullet, new manufactured brass, boxer primed and reloadable, velocity approximately 1200 FPS dependent on bullet weight, accuracy comparable to service ammunition.

2.4.2.1 Expected Quantity: 150,000 rounds

2.5 PARTS

2.5.1 Provide discounts from published catalogs for OEM and Aftermarket parts for all internal/external components.

2.6 Repairs

2.6.1 Provide an hourly rate for repair services at your facility, inclusive of return freight to the designated MCSO facility. Parts shall be priced per the discount established in ~~section 2.3.1~~ **the price line items.**

2.7 MODEL SPECIFICATIONS AND SUBSTITUTIONS:

2.7.1 In order to ensure MCSO Deputy safety and dependability, the products provided by Contractor shall be the exact model/part number listed above. No substitutions or like products shall be accepted.

2.8 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.

2.9 DELIVERY AND INSTALLATION:

2.9.1 Delivery is desired as soon as possible, but **REQUIRED** no later than the lesser of 120 days or earliest manufacturer's availability after Contractor's receipt of a purchase order or contract release order.

2.9.2 Supplies or equipment shall be delivered between the hours of 8 AM and 1 PM, Monday through Friday, except on State recognized holidays

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

2.9.4 Delivery shall be F.O.B. Destination Freight Prepaid within the lesser of 120 days or earliest manufacturer's availability of receipt of Using Agency purchase order, to any delivery location within Maricopa County.

2.10 EXPEDITED DELIVERY:

2.10.1 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.

2.10.2 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.

2.10.3 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.

2.11 SHIPPING DOCUMENTS:

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

2.11.1 Contract Serial number.

2.11.2 Contractor's name and address.

2.11.3 Using Agency name and address.

2.11.4 Using Agency purchase order number.

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

2.12 SHIPPING TERMS:

Bid price(s) and terms shall be F.O.B. Destination at:
3335 West Durango Street, North Side
Phoenix, Arizona 85009

2.13 OPERATING MANUALS:

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

2.14 TESTING:

Unless otherwise specified, materials purchased will be inspected by the Using Agency to ensure the materials meet the quality and quantity requirements of the Specifications. When deemed necessary by the County, samples of the materials may be taken at random from stock received for submission to a commercial laboratory or other appropriate agency for analysis and tests as to whether the materials conform in all respects to the Specifications. In cases where commercial laboratory reports indicate that the materials do not meet the Specifications, the expense of such analysis shall be borne by the Contractor.

2.15 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.

2.16 DISCONTINUED MATERIALS:

2.16.1 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:

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

2.16.1.2 Documentation that names the replacement material.

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

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

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

2.16.2 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.

2.17 WARRANTY:

2.17.1 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.

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

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

2.17.2.2 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.

2.18 MODEL / YEAR OF MATERIALS:

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

2.19 ORDER CUTOFF INFORMATION:

Contractors submitting bids shall advise the County of all known order cutoff dates for the equipment / product(s) specified in this solicitation at the time of bid submission. Notification of any subsequent cutoff date(s) (learned after submission of bid) shall also be the Contractor's responsibility. The Contractor shall advise the County of <u>subsequent cutoff dates</u> by notifying the Procurement Officer, <u>in writing</u>, of the new information.

2.20 INVOICES AND PAYMENTS:

2.20.1 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)
- Total Amount Due

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

2.20.3 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**).

2.20.4 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.

2.21 TAX:

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

2.22 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 so state** 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.

2.23 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)

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

3.0 SPECIAL TERMS & CONDITIONS:

3.1 CONTRACT TERM:

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

3.2 OPTION TO RENEW:

The County may, at its option and with the approval of the Contractor, renew the term of this Contract up to a maximum of 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 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 Workers' Compensation:

3.5.10.1 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.

3.5.10.2 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.

3.5.11 Certificates of Insurance.

3.5.11.1 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.

3.5.11.2 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.

3.5.11.3 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.

3.5.12 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 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).

3.6.2 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.

3.6.3 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 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.

3.6.4 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 Contractor.

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 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.

3.8 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

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

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.

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 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.

3.18 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.

3.19 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.

3.20 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.

3.21 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

3.21.1 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:

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

3.21.1.2 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 statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3.21.1.3 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

3.21.1.4 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.

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

3.21.3 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.

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

3.22.1 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.

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

3.23 CONTRACTOR LICENSE REQUIREMENT:

3.23.1 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.

3.23.2 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 posses 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.

3.24 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:

3.24.1 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,

3.24.2 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.

3.25 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.

3.26 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.