

**SERIAL 14025 S INFORMATION TECHNOLOGY HARDWARE SUPPORT AND MAINTENANCE**

**DATE OF LAST REVISION: May 29, 2014**

**CONTRACT END DATE: May 31, 2017**

**CONTRACT PERIOD THROUGH MAY 31, 2017**

TO: All Departments

FROM: Office of Procurement Services

SUBJECT: Contract for **INFORMATION TECHNOLOGY HARDWARE SUPPORT & MAINTENANCE**

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 **May 29, 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.

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Wes Baysinger, Chief Procurement Officer  
Office of Procurement Services

BW/ao  
Attach

Copy to: Office of Procurement Services  
Amie Bristol, MCSO

(Please remove Serial 07039-RFP from your contract notebooks)

**LOGIXSERVICE, INC. dba AMTEK, 1383 CALLE AVANZADO, SAN CLEMENTE, CALIFORNIA 92673**

**\*\* 2<sup>nd</sup> CALL\*\***

**Attachment A**

COMPANY NAME: LogixService Inc.  
 DOING BUSINESS AS (DBA) NAME: Amtek Computer Services  
 MAILING ADDRESS: 1383 Calle Avanzado San Clemente, California 92673  
 REMIT TO ADDRESS: 1383 Calle Avanzado San Clemente, California 92673  
 TELEPHONE NUMBER: 949-429-7312  
 FACSIMILE NUMBER: 949-481-8023  
 WEB SITE: amtek.net  
 REPRESENTATIVE NAME: Polo Aldaz  
 REPRESENTATIVE TELEPHONE NUMBER: 909-730-4663  
 REPRESENTATIVE E-MAIL: polo@amtek.net

|  | <u>YES</u>                          | <u>NO</u>                | <u>REBATE</u> |
|--|-------------------------------------|--------------------------|---------------|
| WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: | <input checked="" type="checkbox"/> | <input type="checkbox"/> |               |

|   |                                     |                          |
|---|-------------------------------------|--------------------------|
| WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|---|-------------------------------------|--------------------------|

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

NET 30 DAYS

| <b>DESKTOP COMPUTERS</b> |                        |                        |                          |                     |                           |                                       |  |
|--------------------------|------------------------|------------------------|--------------------------|---------------------|---------------------------|---------------------------------------|--|
| <b>Title</b>             | <b>2 Hour Response</b> | <b>4 Hour Response</b> | <b>Next Day Response</b> | <b>T&amp;M Rate</b> | <b>After/Holiday Rate</b> | <b>Materials Cost Plus Percentage</b> | <b>Bidder Notes</b>  |
| Desktop Computers        | \$5.00                 | \$4.00                 | \$4.00                   | \$50.00             | \$75.00                   | \$8.00                                | Just to clarify there is a \$ sign in the box, Materials Cost plus is 8% for all quotes. |
| <b>LAPTOP COMPUTERS</b>  |                        |                        |                          |                     |                           |                                       |  |
| <b>Title</b>             | <b>2 Hour Response</b> | <b>4 Hour Response</b> | <b>Next Day Response</b> | <b>T&amp;M Rate</b> | <b>After/Holiday Rate</b> | <b>Materials Cost Plus Percentage</b> | <b>Bidder Notes</b>  |
| Laptop Computers         | \$15.00                | \$14.00                | \$13.00                  | \$50.00             | \$75.00                   | \$8.00                                |  |

**LOGIXSERVICE, INC. dba AMTEK, 1383 CALLE AVANZADO, SAN CLEMENTE, CALIFORNIA 92673**

| <b>SERVERS</b> |                        |                        |                          |                     |                            |                                       |                     |
|----------------|------------------------|------------------------|--------------------------|---------------------|----------------------------|---------------------------------------|---------------------|
| <b>Title</b>   | <b>2 Hour Response</b> | <b>4 Hour Response</b> | <b>Next Day Response</b> | <b>T&amp;M Rate</b> | <b>After/ Holiday Rate</b> | <b>Materials Cost Plus Percentage</b> | <b>Bidder Notes</b> |
| Servers        | \$70.00                | \$40.00                | \$30.00                  | \$75.00             | \$85.00                    | \$8.00                                |                     |

  

| <b>PERIPHERALS</b> |                        |                        |                          |                     |                            |                                       |                     |
|--------------------|------------------------|------------------------|--------------------------|---------------------|----------------------------|---------------------------------------|---------------------|
| <b>Title</b>       | <b>2 Hour Response</b> | <b>4 Hour Response</b> | <b>Next Day Response</b> | <b>T&amp;M Rate</b> | <b>After/ Holiday Rate</b> | <b>Materials Cost Plus Percentage</b> | <b>Bidder Notes</b> |
| Peripherals        | \$50.00                | \$35.00                | \$30.00                  | \$50.00             | \$75.00                    | \$8.00                                |                     |

PRICING SHEET: NIGP CODE 92047

Vendor Number: 2011004081 0

Certificates of Insurance Required

Contract Period: To cover the period ending **May 31, 2017.**

**SIGNATURE TECHNOLOGY GROUP INC., 2424 WEST DESERT COVE AVENUE, PHOENIX, AZ 85029**

**\*\* 1<sup>st</sup> CALL\*\***

**Attachment A**

COMPANY NAME: Signature Technology Group Inc.

DOING BUSINESS AS (DBA) NAME: \_\_\_\_\_

MAILING ADDRESS: 2424 West Desert Cove Ave. Phoenix, AZ 85029

REMIT TO ADDRESS: 2424 West Desert Cove Ave. Phoenix, AZ 85029

TELEPHONE NUMBER: 1-800-229-7900

FACSIMILE NUMBER: 602-470-1112

WEB SITE: www.signaturetechnology.com

REPRESENTATIVE NAME: Robert Michel

REPRESENTATIVE TELEPHONE NUMBER: 1-800-229-7900

REPRESENTATIVE E-MAIL: rmichel@signaturetechnology.com

|  | <u>YES</u>                          | <u>NO</u>                | <u>REBATE</u> |
|--|-------------------------------------|--------------------------|---------------|
| WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: | <input checked="" type="checkbox"/> | <input type="checkbox"/> |               |

|   |                                     |                          |  |
|---|-------------------------------------|--------------------------|--|
| WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: | <input checked="" type="checkbox"/> | <input type="checkbox"/> |  |
|---|-------------------------------------|--------------------------|--|

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

PAYMENT TERMS: RESPONDENT IS REQUIRED TO PICK ONE OF THE FOLLOWING.

NET 30 DAYS

| <b>DESKTOP COMPUTERS</b> |                        |                        |                          |                     |                             |                                       |   |
|--------------------------|------------------------|------------------------|--------------------------|---------------------|-----------------------------|---------------------------------------|---|
| <b>Title</b>             | <b>2 Hour Response</b> | <b>4 Hour Response</b> | <b>Next Day Response</b> | <b>T&amp;M Rate</b> | <b>After / Holiday Rate</b> | <b>Materials Cost Plus Percentage</b> | <b>Bidder Notes</b>   |
| Desktop Computers        | \$6.30                 | \$4.20                 | \$3.50                   | \$55.00             | \$60.00                     | \$15.00                               | Please note the Materials Cost Percentage tab above is a reflection of 15% not fifteen (15.00) dollars. |

**SIGNATURE TECHNOLOGY GROUP INC., 2424 WEST DESERT COVE AVENUE, PHOENIX, AZ 85029**

| <b>LAPTOP COMPUTERS</b> |                        |                        |                          |                     |                             |                                       |   |
|-------------------------|------------------------|------------------------|--------------------------|---------------------|-----------------------------|---------------------------------------|---|
| <b>Title</b>            | <b>2 Hour Response</b> | <b>4 Hour Response</b> | <b>Next Day Response</b> | <b>T&amp;M Rate</b> | <b>After / Holiday Rate</b> | <b>Materials Cost Plus Percentage</b> | <b>Bidder Notes</b>   |
| Laptop Computers        | \$11.90                | \$9.50                 | \$7.70                   | \$55.00             | \$60.00                     | \$15.00                               | Please note the Materials Cost Percentage tab above is a reflection of 15% not fifteen (15.00) dollars. |
| <b>SERVERS</b>          |                        |                        |                          |                     |                             |                                       |   |
| <b>Title</b>            | <b>2 Hour Response</b> | <b>4 Hour Response</b> | <b>Next Day Response</b> | <b>T&amp;M Rate</b> | <b>After / Holiday Rate</b> | <b>Materials Cost Plus Percentage</b> | <b>Bidder Notes</b>   |
| Servers                 | \$42.50                | \$34.10                | \$27.30                  | \$75.00             | \$80.00                     | \$15.00                               | Please note the Materials Cost Percentage tab above is a reflection of 15% not fifteen (15.00) dollars. |
| <b>PERIPHERALS</b>      |                        |                        |                          |                     |                             |                                       |   |
| <b>Title</b>            | <b>2 Hour Response</b> | <b>4 Hour Response</b> | <b>Next Day Response</b> | <b>T&amp;M Rate</b> | <b>After / Holiday Rate</b> | <b>Materials Cost Plus Percentage</b> | <b>Bidder Notes</b>   |
| Peripherals             | \$80.60                | \$64.50                | \$51.30                  | \$50.00             | \$55.00                     | \$15.00                               | Please note the Materials Cost Percentage tab above is a reflection of 15% not fifteen (15.00) dollars. |

PRICING SHEET: NIGP CODE 92047

Vendor Number: W000002890 X

Certificates of Insurance Required

Contract Period: To cover the period ending **May 31, 2017.**

# INFORMATION TECHNOLOGY HARDWARE SUPPORT AND MAINTENANCE

## 1.0 INTENT:

To provide distributed and comprehensive support and maintenance services for various information technology (IT) hardware throughout Maricopa County. The hardware includes desktop computers, laptop computers, servers, storage area network (SAN), and miscellaneous peripheral hardware (excluding printers) not currently supported by internal resources.

The County has an estimated 12,000 PC's, 1,000 file servers and a large quantity of miscellaneous peripheral devices. A large quantity of this hardware is currently either supported by internal resources and/or manufacturer warranty/service packs. However, third party resources are required to support that hardware that is not eligible or practical for internal or manufacturer support.

Other governmental entities under agreement with the County may have access to services provided hereunder (see also Sections 2.19 and 2.20, below).

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

## 2.0 SCOPE OF SERVICES:

The Contractor shall perform scheduled preventative maintenance, on-call maintenance, and non-warranty services of desktop and laptop computers, peripherals, and other equipment in accordance with one of the following methods:

### 2.1 PREVENTATIVE MAINTENANCE:

The preventative maintenance service under this contract shall be per the awarded pricing schedules and as selected by the County department. This service, designated the Preventative Maintenance (PM), may be changed by the County upon thirty (30) days' notice. If the County requests maintenance outside the selected PM, it shall be provided at the hourly rates set forth in this agreement, and shall be called Time and Materials (T&M) On-Call Maintenance. If the County places a maintenance call within the PM, the Contractor shall exercise continuous effort to restore the machine(s) to good operating condition per escalation language with no additional costs.

**Charges for maintenance outside the PM shall be subject to the written approval by a designated representative of the department.**

2.1.1 Contractor shall perform routine preventive maintenance service by making such adjustments, repairs, and replacement of such parts as may be required to maintain the equipment operating as per the manufacturer's specifications. Contractor's obligation, hereunder, shall relate to equipment adjustments and repairs necessitated by normal wear and tear during normal use for the period of time for which the Contract charge has been made herein.

2.1.2 Maintenance service includes scheduled preventive maintenance (PM) based upon specific needs of individual machines as determined by the manufacturer. The maintenance services shall also include any, adjustments, replacement of parts and labor.

2.1.3 Preventative Maintenance service shall consist of all labor and replacement parts necessary to maintain the equipment to standard operating conditions.

2.1.4 Contractor to perform as often as may be required within the maintenance period specified at designated County facilities located within the boundaries of Maricopa County.

2.1.5 Service coverage period will be five (5) days per week, from 7:00 a.m. through 6:00 p.m. at all County locations, Monday through Friday, except County holidays, afterhours and

weekends. Additional charges may be assessed if service is requested on holidays or after normal business hours by County.

- 2.1.6 Response time: Contractor shall verbally notify the County and make an attempt to service the failing equipment within the response time requirements specified by the Response Time Criteria (Section 2.5) after written request. Unless otherwise specified by the County, all equipment shall be operational within the Response Time Criteria timeframe assigned to the equipment.
- 2.1.7 Response time will commence when the Contractor receives the service request, per approved methods from an authorized County contact. County has the option of auditing Contractor invoices to ensure timely response times.

## 2.2 TIME AND MATERIAL (T&M) ON-CALL MAINTENANCE:

- 2.2.1 Time and Material services will be provided as requested by a County Department and upon issuance of a blanket purchase order. Departments electing not to receive monthly Preventative Maintenance service may receive as needed Time and Material repair services.
- 2.2.2 Time and material maintenance is defined as Contractor performing maintenance and warranty services, installation, de-installation, reinstallation, relocation, software and hardware upgrades, assembly, set-up, testing and delivery of personal computers/peripherals at County sites located within the boundaries of Maricopa County on an as required (per call) basis.
- 2.2.3 Contractor shall provide a budgetary estimate prior to commencement of work. The requesting department shall approve cost prior to repair being done.
- 2.2.4 Contractor's service technician must bring appropriate replacement parts to the site. Time and Materials services shall be paid for at contracted hourly rates, replacement parts. If the appropriate replacement parts are not available at the first visit, subsequent travel time shall not be charged.
- 2.2.5 Parts shall be billed to County, at Contractor's cost plus the percentage markup specified in the contract with evidence of Contractor's cost attached to the time and materials invoice. The County has the option of auditing the Contractor's records at Maricopa County's discretion.
- 2.2.6 Response time will commence when Contractor receives the service request, per approved methods from an authorized Maricopa County contact. Contractor will be responsible to complete installs, upgrades, and repairs within "the Response time Criteria timeframe assigned to the equipment. County has the option of auditing Contractor invoices to ensure timely response times.
  - 2.2.6.1 Time and material response time shall consist of the following option (unless otherwise agreed to in writing between Contractor and County department.)

NEXT DAY Response time Designation:

Contact end-user within Four (4) working hours arrive, and diagnose the equipment within eight (8) working hours

Have equipment operational within forty-eight (48) hours.

## 2.3 GENERAL MAINTENANCE SERVICE REQUIREMENTS

- 2.3.1 All maintenance shall be performed by certified service technicians completely familiar with all of the equipment installed at the County site. **THE CONTRACTOR WILL NOT SUBCONTRACT OR PERMIT ANYONE OTHER THAN QUALIFIED CONTRACTOR PERSONNEL TO PERFORM ANY OF THE WORK, SERVICES OR OTHER PERFORMANCE REQUIRED OF THE CONTRACTOR UNDER THIS CONTRACT WITHOUT PRIOR WRITTEN CONSENT OF THE COUNTY.**

- 2.3.2 Maintenance parts will be furnished on an exchange basis and the replaced parts remain the property of the County. Only new standard O.E.M. parts or O.E.M. equivalent parts shall be used in effecting repairs. No equipment hard drive shall be removed from the County without prior written approval by an authorized County representative. **Replacement parts must be warranted for the duration of (1) one year from the date of service performed, during which period defective parts installed by the Contractor will be replaced at no additional charge.**
- 2.3.3 The equipment covered under the resulting contract is located throughout the Maricopa County and locations may change during the course of the contract.
- 2.3.4 Contractor shall provide contracted services during County business hours, five (5) days a week, from 7:00 a.m. through 6:00 p.m., Monday – Friday, except County holidays, afterhours and weekends at all County locations.
- 2.3.5 Contractor will perform and maintain all warranty service under the terms of the equipment manufacturers' or Contractor's warranties, whichever is greater.
- 2.3.6 Contractor will provide all maintenance and diagnostics tools, installation, de-installation, reinstallation, relocation, hardware upgrades, assembly, set-up, testing and delivery described herein. Contractor is responsible for providing own transportation for delivery requirements.
- 2.3.7 Contractor agrees that maintenance includes all actions to diagnose, restore to manufacturers' and Maricopa County specification level and correct product malfunctions after failure to its original capability.

2.4 ADDITION/DELETION OF MACHINES OR EQUIPMENT:

- 2.4.1 Individual machines may be withdrawn from or added to a purchase order upon thirty (30) days' notice to the Contractor with proper adjustment of the monthly maintenance charges for the machine(s) deleted or added. Should the County acquire a machine from a third party, the Contractor agrees to perform an inspection of the machine prior to installation and shall indicate whether or not the machine is acceptable for maintenance, and if not acceptable, the deficiencies that must be corrected to be acceptable. This inspection shall be at no charge.
- 2.4.2 If the third party machine is acceptable and is installed and operating ninety-six (96%) percent of the time for 30 days, it shall be accepted for maintenance under the terms of this contract. If the machine differs from installed equipment in manufacturer or model number, then the monthly contract maintenance price for that machine shall be mutually agreed to and be made a part of the contract. During the 30 day grace period a time and materials rate will apply.
- 2.4.3 The Contractor shall notify the County in writing of any individual hardware products that in the Contractor's opinion can't be properly serviced due to excessive wear, deterioration, unavailability of parts, and documentation so these products may be withdrawn from service upon 30 days prior notice.

2.5 RESPONSE TIME:

- 2.5.1 **THE CONTRACTOR SHALL PROVIDE THE COUNTY WITH A DESIGNATED POINT OF CONTACT/ACCOUNT MANAGER TO MAKE ARRANGEMENTS TO ENABLE THEIR MAINTENANCE REPRESENTATIVES TO RECEIVE REQUESTS FOR MAINTENANCE SERVICE. THE DESIGNATED POINT OF CONTACT SHALL SERVE AS THE COUNTY'S SINGLE POINT OF CONTACT BETWEEN THE COUNTY AND THE AWARDED CONTRACTOR. THE SERVICE TECHNICIANS ASSIGNED TO THE COUNTY SHALL MEET THE RESPONSE TIMES LISTED BELOW.**

- 2.5.2 The Contractor will respond to all requests for maintenance on equipment covered by this contract. **THE RESPONSE TIME SHALL BE MEASURED FROM THE TIME THE COUNTY FIRST PLACED A CALL TO THE CONTRACTOR'S MAINTENANCE SERVICE AND ENDS WHEN THE MAINTENANCE REPRESENTATIVE ARRIVES ON SITE READY TO PERFORM REQUIRED SERVICE.** The Contractor agrees that the response time standard is reasonable and shall meet this standard.
- 2.5.3 PC, Laptop and Peripheral Response Time will consist of the following options (measured from the time the initial service call was made):
- 2.5.3.1 **CRITICAL-TWO-HOUR (2 Hour) Response Time Designation:**  
Contact end-user within one (1) working hour  
Arrive & diagnose the equipment within two (2) working hours  
Have equipment operational within eight (8) hours
- 2.5.3.2 **REGULAR (4 Hour) Response Time Designation:**  
Contact end-user within two (2) working hours  
Arrive & diagnose the equipment within four (4) working hours  
Have equipment operational within twenty-four (24) hours
- 2.5.3.3 **NEXT DAY Response Time Designation:**  
Contact end-user within four (4) working hours  
Arrive & diagnose the equipment within eight (8) working hours  
Have equipment operational within forty-eight (48) hours
- 2.5.3.4 **AFTER-HOURS / HOLIDAYS Response Time Designation:**  
Contact end-user within (4 Hour)  
Arrive & diagnose the equipment within (4) after regular hours, on weekends & holiday  
Have equipment operational within eight (8) hour
- 2.5.4 File Server Response Time will consist of the following options (measured from the time the initial service call was made)::
- 2.5.4.1 **CRITICAL-TWO-HOUR (2 Hour) Response Time Designation**  
Contact end-user within one (1) working hour  
Arrive & diagnose the equipment within one (2) working hours  
Have equipment operational within eight (8) hours
- 2.5.4.2 **REGULAR (4 Hour) Response Time Designation:**  
Contact end-user within two (2) working hour  
Arrive & diagnose the equipment within four (4) working hours  
Have equipment operational within twenty-four (24) hours
- 2.5.4.3 **NEXT DAY Response Time Designation:**  
Contact end-user within four (4) working hours  
Arrive & diagnose the equipment within eight (8) working hours  
Have equipment operational within forty-eight (48) hours
- 2.5.4.3 **AFTER-HOURS / HOLIDAYS Response Time Designation:**  
Contact end-user within (4 Hour)  
Arrive & diagnose the equipment within (4) after regular hours, on weekends & holiday  
Have equipment operational within eight (8) hours
- 2.5.5 **NON-COMPLIANCE:**
- 2.5.6 Non-compliance with the assigned response time criteria for any service call will be considered a failure. Each failure will be recorded by the contracting County department or responsible individual and the Contractor. All failures will be reviewed by the County Contract Administrator and the Contractor to evaluate the

Contractor's performance. All failures will negatively impact the Contractor's annual performance evaluation and may be subject to contract termination per section 3.11, unless other arrangements were made by the contracting parties (County and Contractor) for a specific service call.

2.5.7 Calls should not be closed out for any reason other than full resolution of issue or customer cancellation. The Contractor call tracking system must be able to take into consideration part wait times. A call should not be closed and then reopened when a part arrives. Part shortages cannot be used as a reason for not meeting response time requirements. Vendors should note part issues in the call logs and document part wait times.

## 2.6 RESTORATION OF MACHINES TO OPERATING CONDITION:

Upon return of a machine or the system and completion of a service call, the Contractor warrants the machine and system to be in good operating condition. Should the same failure occur again or the same machine fail again, for any reason, within a 24 hour period, it will be treated as the original service request and the intervening return to service by the Contractor will be used to accumulate total down time. There shall be no cost the County for such services performed under section 2.2.

## 2.7 SECURITY CLEARANCE:

All Contractor staff assigned to County, including back-up staff, will submit to a background check and receive clearance from the Sheriff's Office prior to assignment to Maricopa County.

2.7.1 Contractor will notify Maricopa County immediately in the event of:

2.7.2 The dismissal and/or termination of an employee assigned to County prior to completion of a stated job.

2.7.3 A felony or misdemeanor conviction for any employee assigned to service any County equipment.

## 2.8 ACCESS TO MACHINES:

The County agrees to provide the Contractor access to its machines as required for services under this agreement. The Contractor agrees to provide due care and diligence to ensure that (1) no destruction of data in files or records within the installation occurs as a result of any act, intentional or otherwise by any representative of the Contractor, and (2) the Contractor's representative will not record, copy or remove any software or hardware (including parts) not belonging to the Contractor.

The Contractor also agrees to (1) provide a list of all field engineering personnel by name, that will service the equipment under this contract and (2) provide each employee with a photo I.D. card to be used as identification for access to the County's facilities. Should data or hardware destruction be diagnosed as necessary by the vendor, the vendor must get written permission from the agency prior to taking action. Disposal of hard drives and/or other storage devices is strictly prohibited without prior approval of the County.

## 2.9 SPARE PARTS AVAILABILITY:

The Contractor shall maintain a local spare parts inventory of 95% minimum for each department to allow proper maintenance of equipment and to meet the effectiveness standards under this contract. The County reserves the right to inspect vendor parts inventory.

Central distribution centers are acceptable to help meet this percentage standard if OVERNIGHT DELIVERY is provided and does not result in the equipment being down more time than designated in the response time criteria. If special arrangements with other 3rd party suppliers are necessary to meet the parts standard it is the responsibility of the vendor. The vendor is to review any spare part stock request made by any department and either agree to stock parts as requested or respond in writing why the spare part stock will not be maintained. No County department shall experience less than a 95% on hand stock rate on any parts specific to that contracting agencies operations.

If the Contractor does not stock a part, the Contractor must have written agreements with another vendor per the arrangements outlined above available for inspection as well.

Parts shortages or unavailability cannot be used as a reason to close out a call and reopen when the part arrives.

The County can ask for a complete accounting of parts in inventory (local versus remote).

2.10 INTERFACE WITH OTHER MANUFACTURERS EQUIPMENT:

The County shall have the right to connect the equipment to any other equipment including peripheral equipment, terminal devices, communications equipment or other computers or devices which may interface in some way with the equipment.

The County may notify the Contractor prior to any such connection and if the Contractor shall deem it necessary or desirable for proper maintenance of equipment, the Contractor shall observe and/or participate in the interconnection, and supply any interface devices required as described in published Contractor manuals at published prices.

2.11 GUARANTEE:

All work performed and hardware/parts provided under the terms of this contract shall be warranted for a one (1) year period from date of final acceptance by the County. The warranty shall include all parts, labor, preventative maintenance and emergency service requirements for 8 hours a day, 5 days a week. If the Contractor's standard warranty is less than 12 months, the additional cost and services to meet this one year period shall be made part of this solicitation.

Contractors offering increased guarantees or service agreements exceeding that cited within this bid are encouraged to include these as part of their submittal.

2.12 CONTRACTOR QUALIFICATIONS:

The Contractor shall be required to maintain staffing that meets the following minimum technician qualifications. Failure to complete Attachment D required by these minimum qualifications may be determined as non-responsive.

2.12.1 A minimum of Five (5) years of PC maintenance service experience is required for the PC Maintenance Services and PC Equipment Upgrade/Installation Services.

2.12.2 A minimum of Five (5) years of LAN/Server maintenance service experience is required for the LAN/Server Maintenance and LAN/Server Upgrade/Installation Services.

2.12.3 Every technician and certified engineer assigned to Maricopa County will have a minimum of one (1) years' experience with equipment similar to the type he/she will be servicing.

2.12.4 Contractor shall have a local office in the greater Phoenix metropolitan area and meet the Spare Parts availability requirements set forth in Section 2.9.

2.12.5 Contractor shall be capable of providing Microsoft Certified System Engineer (Windows XP, Windows 7) support for the networked PCs and LAN interface upgrades including hardware and software.

2.12.6 A minimum of (2) DELL Technicians must be certified (where certification is required by the manufacturer) by the equipment manufacturer or through an approved training/certification program ~~so as not to void manufacturers' warranties.~~

2.12.7 A minimum of (2) HP Technicians must be certified (where certification is required by the manufacturer) by the equipment manufacturer or through an approved training/certification program ~~so as not to void manufacturers' warranties.~~

2.12.8 A minimum of (2) IBM/LENOVO Technicians must be certified (where certification is required by the manufacturer) by the equipment manufacturer or through an approved training/certification program ~~so as not to void manufacturers' warranties.~~

2.13 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.

2.14 ACCEPTANCE:

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

2.15 FACILITIES:

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

2.16 INVOICES AND PAYMENTS:

2.16.1 The Contractor shall submit one (1) legible copy of their detailed invoice electronically via email 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
- Contract Item number(s)
- Description of Services
- Pricing per unit of Service
- Extended price
- Materials (quantity, cost, item number, description)
- Arrival and completion time (if applicable)
- Total Amount Due

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

2.16.3 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>).

2.16.4 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.

2.17 TAX:

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

2.18 DELIVERY:

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

2.19 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE):

The County is a member of the \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of \$AVE may access a contract resulting from a solicitation issued by the County. If you **do not** want to grant such access to a member of \$AVE, **please state so** in your proposal. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

2.20 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)

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

3.0 CONTRACTUAL TERMS & CONDITIONS:

3.1 CONTRACT TERM:

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

3.2 OPTION TO RENEW:

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

3.3 PRICE ADJUSTMENTS:

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

3.4 INDEMNIFICATION:

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

or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.

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

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

### 3.5 INSURANCE:

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

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

3.5.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

3.5.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

3.5.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

3.5.6 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

3.5.7 The insurance policies required by this Contract, except Workers' Compensation shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

3.5.8 The policies required hereunder, except Workers' Compensation shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

3.5.9 Commercial General Liability:

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

3.5.10 Automobile Liability:

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$2,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

3.5.11 Workers' Compensation:

3.5.11.1 Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

3.5.11.2 Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

3.5.12 Certificates of Insurance.

3.5.12.1 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.

3.5.12.2 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.

3.5.12.3 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.

3.5.13 Cancellation and Expiration Notice.

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

3.6 PROCUREMENT CARD ORDERING CAPABILITY:

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

3.7 INTERNET ORDERING CAPABILITY:

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

3.8 ORDERING AUTHORITY.

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

3.9 REQUIREMENTS CONTRACT:

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

3.10 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

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

3.11 TERMINATION FOR DEFAULT:

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

3.12 TERMINATION BY THE COUNTY:

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