

**SERIAL 14035 C      MCSO WASHING MACHINES**

**DATE OF LAST REVISION: March 10, 2016      CONTRACT END DATE: March 31, 2017**

**CONTRACT PERIOD THROUGH MARCH 31, ~~2016~~ 2017**

**TO:                    All Departments**  
**FROM:                Office of Procurement Services**  
**SUBJECT:            Contract for MCSO WASHING MACHINES**

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 **March 12, 2015**

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

LA/jl  
Attach

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

**WESTERN STATE DESIGN INC., 2331 TRIPALDI WAY, HAYWARD, CA 94545**

COMPANY NAME: Western State Design Inc.  
 DOING BUSINESS AS (DBA) NAME: Western State Design Inc.  
 MAILING ADDRESS: 2331 Tripaldi Way, Hayward, CA 94545  
 REMIT TO ADDRESS: 2331 Tripaldi Way, Hayward, CA 94545  
 TELEPHONE NUMBER: 800-633-7153  
 FACSIMILE NUMBER: 510-783-9748  
 WEB SITE: www.westernstatedesign.com  
 REPRESENTATIVE NAME: Todd M Hyrn  
 REPRESENTATIVE TELEPHONE NUMBER: 800-633-7153 ext. 315  
 REPRESENTATIVE E-MAIL: thyrn@westernstatedesign.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 type="checkbox"/>	<input checked="" type="checkbox"/>	
PAYMENT TERMS:			
<input checked="" type="checkbox"/> NET 30 DAYS			

<b>PRICE PER UNIT:</b>				
<b>Product Code</b>	<b>Price</b>	<b>Qty</b>	<b>Unit</b>	<b>Description</b>
Milnor 68036M5K	\$133,000.00	1	Each	Milnor 68036M5K washer-extractor. The offer price is for one (1) washer-extractor

<b>EXTENDED WARRANTY (OPTIONAL): EXTENDED WARRANTY FOR WASHING MACHINES</b>			
<b>Product Code</b>	<b>Qty</b>	<b>Unit</b>	<b>Description</b>
*The offeror is not offering extended warranty for this equipment.			

<b>AFTER WARRANTY RATES: HOURLY RATE FOR REPAIR</b>				
<b>Product Code</b>	<b>Price</b>	<b>Qty</b>	<b>Unit</b>	<b>Description</b>
Hourly Labor Rate	\$95.00	1	Hour	Labor: one (1) man

<b>AFTER WARRANTY RATES: PREVENTATIVE MAINTENANCE</b>				
<b>Product Code</b>	<b>Price</b>	<b>Qty</b>	<b>Unit</b>	<b>Description</b>
PM	\$95.00	1	Each	Labor: one (1) man

<b>AFTER WARRANTY RATES: PARTS, COMPONENTS, AND MATERIALS - COST PLUS</b>				
<b>Product Code</b>	<b>Price</b>	<b>Qty</b>	<b>Unit</b>	<b>Description</b>
Parts & Materials	20%	1	Each	Parts, Components & Materials – Cost Plus

**WESTERN STATE DESIGN INC., 2331 TRIPALDI WAY, HAYWARD, CA 94545**

<b>AFTER WARRANTY RATES: ADDITIONAL SERVICES OUTSIDE THE SCOPE OF WORK</b>				
<b>Product Code</b>	<b>Price</b>	<b>Qty</b>	<b>Unit</b>	<b>Description</b>
Additional Services	\$95.00	1	Hour	Additional Services Outside the Scope of

PRICING SHEET: NIGP CODE(S) 50095 & 93140

Terms: NET 30

Vendor Number: 2011005879 0

Certificates of Insurance Required

Contract Period: To cover the period ending **March 31, 2016 2017.**

## MCSO WASHING MACHINES

### 1.0 INTENT:

The Maricopa County Sheriff's Office intends to initially purchase two (2) industrial grade large loading hopper washing machines for their laundry facility.

Other governmental entities under agreement with the County may have access to services provided hereunder (see also Sections 3.29 and 3.308, 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 STANDARD FEATURES:

- 2.1.1 Large Loading Hopper for Auto-loading
- 2.1.2 Cylinder size: 66 X 40
- 2.1.3 Cylinder volume: 79 cubic feet
- 2.1.4 Working Capacity: 300-500 pounds
- 2.1.5 Diameter cylinder opening: 41"
- 2.1.6 Height cylinder opening-load: 42"
- 2.1.7 Height cylinder opening-unload: 34 ½"
- 2.1.8 "G" force: 300
- 2.1.9 Motor: 50 hp
- 2.1.10 Hydraulic tilt—Two way tilt option
- 2.1.11 Hot & cold water inlet valve- diameter: 2"
- 2.1.12 Two drains- diameter: 8"
- 2.1.13 Direct steam injection valve-diameter 1 ¼"
- 2.1.14 Single motor variable frequency drive
- 2.1.15 Air bag suspension
- 2.1.16 Balancing system
- 2.1.17 Manual chemical chute (mounted on shell)
- 2.1.18 Water valves (machine mounted)
- 2.1.19 Spare seal on shaft
- 2.1.20 Wet-out spray
- 2.1.21 Titration port
- 2.1.22 Anchor bolts (grout included)
- 2.1.23 Touch screen microprocessor controls
- 2.1.24 Liquid supply interface

#### 2.2 TECHNICAL AND DESCRIPTIVE SALES LITERATURE:

The Contractor shall provide copies of its sales literature and brochures and copies of any manufacturer's technical and/or descriptive literature regarding the material(s) the Contractor proposes to provide. Literature shall include sufficient, in-detail, to allow full and fair evaluation of the material(s) submitted, and must be included with the bid. Failure to include this information may result in the bid being rejected.

#### 2.3 MCSO SECURITY/BACKGROUND CLEARANCE GUIDELINES

- 2.3.1 Jail Facility Access Security Clearance – All Service Contractor's (includes subcontractors) entering Maricopa County Sheriff's Office (MCSO) jail facilities are required to complete a security clearance and/or background check by the MCSO. The background investigation may include a criminal records background check. The background check will be carried out by the MCSO at the County's expense. (see further details on Exhibit 4)

2.3.2 All Contractors that work within/for the Custody Support Division shall have a badge provided to them upon successful completion of the background check. The badge must be displayed at all times in the jail facilities. The assessment by the MCSO, as to eligibility of the Contractor's employee, is final and is not appealable. Once a successful background is completed, each employee and the contracting company will be required to go through Volunteer Training,

2.3.3 The Contractor shall be notified if their employee is approved to perform services at the MCSO facilities. Pursuant to state law, the information derived from the background check cannot be divulged to the contractor or any other unauthorized party. Final award of this contract may be contingent upon the Contractor's successful completion of the security clearance requirements.

2.3.4 Contractor personnel shall have entry to detention or district facilities at the discretion of the Sheriff or his designee for the duration of the contract.

2.4 PRISON RAPE ELIMINATION ACT (PREA)

2.4.1 "Under the Prison Rape Elimination Act you will be required to undergo a criminal background records check, which includes being fingerprinted prior to starting any work and are authorizing the Sheriff's Office to conduct this procedure." .

2.4.2 All Contractor's shall be subject to a criminal background records check, which includes being fingerprinted, before the Contractor can be authorized to perform services for the Sheriff's Office, in accordance with the PREA Standards.

2.4.3 All Contractors, who are contracted for five (5) or more years, shall be subject to a criminal background records check, which includes being fingerprinted, at least, every five (5) years, in accordance with the PREA Standards.

2.5 PREA TRAINING

2.5.1 ALL contractors shall sign a Prison Rape Elimination Act (PREA) Acknowledgement Form (Attachment D), and all contractors will be required to attend mandatory PREA training each calendar year. Training will be administered by the Custody Support Division, prior to providing services to the Sheriff's Office.

3.0 **PURCHASING REQUIREMENTS:**

3.1 DELIVERY AND INSTALLATION:

3.1.1 Delivery is desired as soon as possible, but is **REQUIRED** to be delivered, installed, and invoiced prior to **June 30, 2015.**

3.1.2 Supplies or equipment shall be delivered between the hours of 3 AM and 6PM, Monday through Thursday, except on State recognized holidays.

3.1.3 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.

3.1.4 Delivery shall be F.O.B. Destination Freight Prepaid.

3.1.5 REMOVAL:

The vendor is responsible for removal of the old washers and for the installation of new washers. The MCSO Laundry maintenance supervisor will determine which two washers will be removed. The vendor is responsible to move the two old washers outside to the rear of the laundry building. MCSO will keep these washers. It is the responsibility of

MCSO Laundry Maintenance to salvage any useable parts from the two old washers, and is MCSO's responsibility to dispose of the machines thereafter.

**3.2 EXPEDITED DELIVERY:**

- 3.2.1 If the Using Agency determines that expedited delivery 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.
- 3.2.2 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.
- 3.2.3 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.

**3.3 SHIPPING DOCUMENTS:**

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

- 3.3.1 Contract Serial number.
- 3.3.2 Contractor's name and address.
- 3.3.3 Using Agency name and address.
- 3.3.4 Using Agency purchase order number.
- 3.3.5 A description of product(s) shipped, including item number(s), quantity (ies), number of containers and package number(s), as applicable.

**3.4 SHIPPING TERMS:**

Bid price(s) and terms shall be F.O.B. Destination Prepaid at:

Laundry Services  
3170 W. Lower Buckeye Rd.  
Phoenix, Arizona 85009

**3.5 OPERATING MANUALS:**

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

**3.6 INSTALLATION:**

The Contractor's price shall include delivery and installation of all equipment in a complete operating condition. This includes but is not limited to grout, disconnect and reconnect of all water, steam and electrical.

**3.7 ACCEPTANCE:**

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

3.8 TRAINING:

The Contractor shall provide a minimum of Sixteen (16) hours to completely train County personnel in the use and care of the equipment. All trainings to take place on-site at Maricopa County.

3.9 WARRANTY:

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

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

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

3.9.2.2 The Contractor agrees that he will, at his own expense, provide all labor and new 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.

3.10 MAINTENANCE:

The Contractor shall provide for maintenance under this Contract upon acceptance of materials by the Using Agency. There may be need to provide continued maintenance after warranty period ends. Contractor is encouraged to provide hourly rates as optional pricing.

3.11 FACTORY AUTHORIZED SERVICE AVAILABILITY:

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

3.12 MODEL / YEAR OF MATERIALS:

The County will only accept bids offering current model / year equipment / material(s). Models must be top loaded machines with two way tilt, be compatible with Jensen software which is currently in use and must work in conjunction and be compatible with current washers, bag rail system and transfer shuttle and Ecolab Chemical supply.

3.13 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 subsequent cutoff dates by notifying the Procurement Officer, in writing, of the new information.

3.14 INVOICES AND PAYMENTS:

3.14.1 The Contractor shall submit two (2) 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
- Description of Purchase (product or services)
- Freight (if applicable)
- Arrival and completion time (if applicable)
- Total Amount Due

Invoices shall be emailed to [mcssoaccountspayable@mcsso.maricopa.gov](mailto:mcssoaccountspayable@mcsso.maricopa.gov) or mailed to MCSO Finance/Accounts Payable – 550 West Jackson Street, Phoenix, AZ 85003

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

3.14.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (<http://www.maricopa.gov/Finance/Vendors.aspx>).

3.14.4 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

3.15 APPLICABLE TAXES:

3.15.1 **Payment of Taxes:** The Contractor shall pay all applicable taxes. With respect to any installation labor on items that are not attached to real property performed by Contractor under the terms of this Contract, the installation labor cost and the gross receipts for materials provided shall be listed separately on the Contractor’s invoices.

3.15.2 **State and Local Transaction Privilege Taxes:** Maricopa County is subject to all applicable state and local transaction privilege taxes. To the extent any state and local transaction privilege taxes apply to sales made under the terms of this contract\_it is the responsibility of the seller to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.

3.15.3 **Tax Indemnification:** Contractor and all subcontractors shall pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold Maricopa County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker’s Compensation.

3.16 TAX (COMMODITIES):

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

3.17 POST AWARD MEETING:

The Contractor may be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of this Contract. This meeting will be coordinated by the Procurement Officer of the Contract.

3.18 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.

3.19 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.

4.0 **CONTRACTUAL TERMS & CONDITIONS:**

4.1 CONTRACT TERM:

This Invitation for Bid is for awarding a firm, fixed-price purchasing contract to cover a term of one (1) year.

4.2 OPTION TO RENEW:

The County may, at its option and with the concurrence 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 (60) calendar days prior to the expiration of the original contract term..

4.3 PRICE ADJUSTMENTS:

Any requests for reasonable price adjustments must be submitted sixty (60) days prior to the Contract expiration. 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.

4.4 INDEMNIFICATION:

4.4.1 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 Contractor's 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.

- 4.4.2 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.
- 4.4.3 The scope of this indemnification does not extend to any claim, damage, loss, or expense resulting from the sole negligence of County.

4.5 INSURANCE:

- 4.5.1 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.
- 4.5.2 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.
- 4.5.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.
- 4.5.4 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.
- 4.5.5 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.
- 4.5.6 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.
- 4.5.7 The insurance policies required by this Contract, except Workers' Compensation, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insured's.
- 4.5.8 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.
- 4.5.9 The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary insurance and that any insurance carried by the

Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

4.5.10 Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

4.5.11 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.

4.5.12 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.

4.5.13 Workers' Compensation:

4.5.13.1 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.

4.5.13.2 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.

4.5.14 Certificates of Insurance.

4.5.14.1 Prior to Contract **AWARD**, 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 (**see Exhibit 2**), 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.

4.5.14.2 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.

4.5.14.3 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.

4.5.15 Cancellation and Expiration Notice.

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

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

4.6 ORDERING AUTHORITY.

4.6.1 Any request for purchase of product(s) shall be accompanied by a valid purchase order, issued by Office of Procurement Services, a Purchase Order issued by the using Department or direction by a Certified Agency Procurement Aid (CAPA) with a Purchase Card for payment.

4.7 REQUIREMENTS CONTRACT:

4.7.1 Contractors signify their understanding and agreement by signing a bid submittal, that the Contract resulting from the bid is 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.

4.7.2 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 for actual and documentable costs incurred by the Contractor in response to 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.

4.7.3 Contractors agree to accept verbal notification of cancellation of Purchase Orders 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.

4.8 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

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

4.9 TERMINATION FOR DEFAULT:

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

4.9.1 Deliver the supplies or to perform the services within the time specified in this contract or any extension;

4.9.2 Make progress, so as to endanger performance of this contract; or

4.9.3 Perform any of the other provisions of this contract.

4.9.4 The County's right to terminate this contract under these subparagraph may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the County) after receipt of the notice from the Procurement Officer specifying the failure.

4.10 **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.**

4.11 **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.

4.12 **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.

4.13 **ADDITIONS/DELETIONS OF SERVICE:**

4.13.1 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.

4.14 **SUBCONTRACTING:**

4.14.1 The Contractor may not assign to another Contractor 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.

4.14.2 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.

4.15 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.

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

4.16.1 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.

4.16.2 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.

4.16.3 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 invoices, request for credit, request for a check or deduction from current billings 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.

4.17 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.**

4.18 VALIDITY:

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

4.19 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.

4.20 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, co-employee, partnership, principal and agent, or joint venture between the County and the Contractor.

4.21 NON-DISCRIMINATION:

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website [http://www.azgovernor.gov/dms/upload/EO\\_2009\\_09.pdf](http://www.azgovernor.gov/dms/upload/EO_2009_09.pdf) which is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, CONTRACTOR shall not discriminate against any employee, client or any or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

4.22 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

4.22.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor

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

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

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

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

4.22.2 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.

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

4.23.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

4.23.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 4.21.1 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.

4.24 CONTRACTOR LICENSE REQUIREMENT:

4.24.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Office of Procurement Services and the using agency of any and all changes concerning permits, insurance or licenses.

4.24.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

4.25 INFLUENCE

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

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

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

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

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

4.26 PUBLIC RECORDS:

All Offers submitted and opened are public records and must be retained by the Records Manager at the Office of Procurement Services. Offers shall be open to public inspection after Contract award and execution, except for such Offers deemed to be confidential by the Office of Procurement Services. If an Offeror believes that information in its Offer should remain confidential, it shall indicate as confidential, the specific information ~~in its offer~~ and submit a statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. The Records Manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code ~~and the Arizona Public Records Law.~~