

SERIAL 14096 S CHAIN LINK FENCE RENTAL AND REPAIR

DATE OF LAST REVISION: November 29, 2016 CONTRACT END DATE: November 30, 2017

CONTRACT PERIOD THROUGH NOVEMBER 30, 2017

TO: All Departments
FROM: Office of Procurement Services
SUBJECT: Contract for **CHAIN LINK FENCE RENTAL AND REPAIR**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **December 04, 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.



Kevin Tyne, Chief Procurement Officer
Office of Procurement Services

PR/ at
Attach

Copy to: Office of Procurement Services
 Don Jeffery, Facilities Management

(Please remove Serial 09069-S from your contract notebooks)

UNITED SITE SERVICES, INC., PO BOX 53267, PHOENIX, AZ 85072

Cactus Industries LLC dba Jackpot Sanitation P.O. Box 46440, Phoenix, AZ 85063

COMPANY NAME: United Site Services, Inc.
Cactus Industries LLC

DOING BUSINESS AS (DBA) NAME: Jackpot Sanitation Services

MAILING ADDRESS: 4342 N 38th Dr. , Phoenix, AZ 85019

REMIT TO ADDRESS: PO Box 53267, Phoenix, AZ 85072
PO Box 46440 , Phoenix, AZ 85063

TELEPHONE NUMBER: 800-864-5387 602-253-4975

FACSIMILE NUMBER: 602-278-0637

WEB SITE: www.unitedsiteservices.com
www.wastepartnersenvironmental.com

REPRESENTATIVE NAME: Monique R. Flores
Lisa Guglielmi

REPRESENTATIVE TELEPHONE NUMBER: 408-927-4222
602-374-0435

REPRESENTATIVE E-MAIL: monique.flores@unitedsiteservices.com
lisag@wastepartnersenvironmental.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"/>	
<input checked="" type="checkbox"/> NET 30 DAYS			

FIRST CALL

Labor for General Fence Repairs and Services (2-Hour Minimum Charge / 2 Man Limit)				
Title	Unit Price	Qty	UofM	Description
Labor Normal Business Hours	\$25.00	1	hour	Please provide your hourly rate.
Labor After Hours	\$50.00	1	hour	Please provide your hourly rate.
Labor Weekends / Holidays	\$50.00	1	hour	Please provide your hourly rate.
Labor for Gate Repairs				
Title	Unit Price	Qty	UofM	Description
Labor Normal Business Hours	\$25.00	1	hour	Please provide your hourly rate.
Labor After Hours	\$50.00	1	hour	Please provide your hourly rate.
Labor Weekends / Holidays	\$50.00	1	hour	Please provide your hourly rate.
Trip Charges				
Title	Unit Price	Qty	UofM	Description
Flat Rate for Trip Charges	\$150.00	1	flat rate	Please provide your flat rate for trip charges see Section 2.1.4.
Chain Link Panel Rental - Month to Month				
Title	Unit Price	Qty	UofM	Description
Chain Link Panel Rental - Up to 500 LF	\$0.50	1	linear foot	Please provide your Rental fees per Liner Foot Per Month.
Chain Link Panel Rental - 501 to 1000 LF	\$0.40	1	linear foot	Please provide your Rental fees per Liner Foot Per Month.

UNITED SITE SERVICES, INC., PO BOX 53267, PHOENIX, AZ 85072

Cactus Industries LLC dba Jackpot Sanitation P.O. Box 46440, Phoenix, AZ 85063

Chain Link Panel Rental - Over 1000 LF	\$0.40	1	linear foot	Please provide your Rental fees per Liner Foot Per Month.
Chain Link Panel Rental - 6 Month Minimum				
Title	Unit Price	Qty	UofM	Description
Chain Link Panel Rental - Up to 500 LF	\$1.10	1	linear foot	Please provide your Rental fees per Liner Foot Per Month.
Chain Link Panel Rental - 501 to 1000 LF	\$1.00	1	linear foot	Please provide your Rental fees per Liner Foot Per Month.
Chain Link Panel Rental - Over 1000 LF	\$1.00	1	linear foot	Please provide your Rental fees per Liner Foot Per Month.
Chain Link Panel Rental - Penalty Fee if Removed Before 6 Month Minimum Date	\$0.00	1	flat rate	Please provide a flat rate for the penalty fee if a fence is removed before the 6 month minimum date.
Other Rental Charges				
Title	Unit Price	Qty	UofM	Description
In / Out Charges	\$75.00	1	per issue	Please provide your In / Out charge per issue / per occurrence.
Relocate	\$150.00	1	linear feet	Please provide your Relocation fees per Liner Foot.
Reset	\$150.00	1	linear feet	Please provide your Reset fees per Liner Foot.
Partially Damaged Panel	\$35.00	1	each	Please provide your partially damaged panel fees per each panel.
Totally Damaged Panel	\$75.00	1	each	Please provide your totally damaged panel fees per each panel.
Hand Carry to a Site	\$200.00	1	each	Please provide your rate to hand carry to a site per each panel.
Wind Screen	\$1.10	1	linear foot	Please provide pricing for a wind screen per linear foot.
Parts and Materials				
Title	Unit Price	Qty	UofM	Description
Cost Plus Percentage	25.00%	1	each	Please provide your cost plus percentage amount for parts and materials.
Additional Items	\$0.00	1	each	Please provide an amount for any additional items that are outside the scope of work.

PRICING SHEET: NIGP CODE 33013, 98136

Terms: NET 30

Vendor Number: 2011003250-0 VS0000000769

Certificates of Insurance Required

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

WESTERN FENCE CO. INC., P.O. BOX 5403 , PHOENIX, AZ,85010

COMPANY NAME: Western Fence Co. Inc.
 DOING BUSINESS AS (DBA) NAME: _____
 MAILING ADDRESS: P.O. Box 5403 , Phoenix, AZ,85010
 REMIT TO ADDRESS: P.O. Box 5403, Phoenix,AZ,85010
 TELEPHONE NUMBER: 602-244-0368
 FACSIMILE NUMBER: 602-244-0360
 WEB SITE: www.westernfencecompany.net
 REPRESENTATIVE NAME: James E. Reid
 REPRESENTATIVE TELEPHONE NUMBER: 602-244-0368
 REPRESENTATIVE E-MAIL: Jim@westernfencecompany.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"/>	
<input checked="" type="checkbox"/> 2% 10 DAYS NET 30 DAYS			

SECOND CALL

Labor for General Fence Repairs and Services (2-Hour Minimum Charge / 2 Man Limit)				
Title	Unit Price	Qty	UofM	Description
Labor Normal Business Hours	\$39.50	1	hour	Please provide your hourly rate.
Labor After Hours	\$125.00	1	hour	Please provide your hourly rate.
Labor Weekends / Holidays	\$180.00	1	hour	Please provide your hourly rate.
Labor for Gate Repairs				
Title	Unit Price	Qty	UofM	Description
Labor Normal Business Hours	\$39.50	1	hour	Please provide your hourly rate.
Labor After Hours	\$125.00	1	hour	Please provide your hourly rate.
Labor Weekends / Holidays	\$180.00	1	hour	Please provide your hourly rate.
Trip Charges				
Title	Unit Price	Qty	UofM	Description
Flat Rate for Trip Charges	\$80.00	1	flat rate	Please provide your flat rate for trip charges see Section 2.1.4.

WESTERN FENCE CO. INC., P.O. BOX 5403, PHOENIX, AZ, 85010

Chain Link Panel Rental - Month to Month					
Title	Unit Price	Qty	UofM	Description	
Chain Link Panel Rental - Up to 500 LF	\$0.165	1	linear foot	Please provide your Rental fees per Liner Foot Per Month.	
Chain Link Panel Rental - 501 to 1000 LF	\$0.160	1	linear foot	Please provide your Rental fees per Liner Foot Per Month.	
Chain Link Panel Rental - Over 1000 LF	\$0.155	1	linear foot	Please provide your Rental fees per Liner Foot Per Month.	
Chain Link Panel Rental - 6 Month Minimum					
Title	Unit Price	Qty	UofM	Description	
Chain Link Panel Rental - Up to 500 LF	\$0.155	1	linear foot	Please provide your Rental fees per Liner Foot Per Month.	
Chain Link Panel Rental - 501 to 1000 LF	\$0.145	1	linear foot	Please provide your Rental fees per Liner Foot Per Month.	
Chain Link Panel Rental - Over 1000 LF	\$0.135	1	linear foot	Please provide your Rental fees per Liner Foot Per Month.	
Chain Link Panel Rental - Penalty Fee if Removed Before 6 Month Minimum Date	\$0.000	1	flat rate	Please provide a flat rate for the penalty fee if a fence is removed before the 6 month minimum date.	
Other Rental Charges					
Title	Unit Price	Qty	UofM	Description	Bidder Notes
In / Out Charges	\$290.00	1	per issue	Please provide your In / Out charge per issue / per occurrence.	
Relocate	\$0.65	1	linear feet	Please provide your Relocation fees per Liner Foot.	
Reset	\$0.35	1	linear feet	Please provide your Reset fees per Liner Foot.	
Partially Damaged Panel	\$0.00	1	each	Please provide your partially damaged panel fees per each panel.	
Totally Damaged Panel	\$48.00	1	each	Please provide your totally damaged panel fees per each panel.	
Hand Carry to a Site	\$1.00	1	each	Please provide your rate to hand carry to a site per each panel.	1.00 per panel
Wind Screen	\$1.25	1	linear foot	Please provide pricing for a wind screen per linear foot.	

WESTERN FENCE CO. INC., P.O. BOX 5403, PHOENIX, AZ, 85010

Parts and Materials					
Title	Unit Price	Qty	UofM	Description	Bidder Notes
Cost Plus Percentage	25.00%	1	each	Please provide your cost plus percentage amount for parts and materials.	
Additional Items	\$0.00	1	each	Please provide an amount for any additional items that are outside the scope of work.	Cost of item plus 25%

PRICING SHEET: NIGP CODE 33013, 98136

Terms: 2% 10 DAYS NET 30 DAYS

Vendor Number: 2011003317 0

Certificates of Insurance Required

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

CHAIN LINK FENCE RENTAL AND REPAIR

1.0 INTENT:

The intent of this Invitation For Bid is to award a service contract to the most responsive/responsible contractor(s) to provide chain link fence repairs, chain link fence removal and replacement (like for like), chain link fence rental, and the repair / replacement of both chain linked manual and automatic gate systems, on an as-needed basis for various Maricopa County agencies.

This contract does not apply to key pads, card readers or any other actuating devices.

This contract is not for the purchase and installation of new chain link fencing.

This contract does not include fencing other than chain link type fencing.

Other County departments may use this contract. The Facilities Management Department is not responsible for contract administration of this contract when services are requested by other County agencies.

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

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

2.0 SCOPE OF SERVICES:

2.1 FENCE RENTAL:

2.1.1 Rentals shall be for chain link panels and ancillary components **only**. Rental fees shall be priced per foot, per month. Separate pricing shall include delivery, set-up and eventual takedown and removal from site. Any fence rented by the County that incurs damage (other than damage caused by the County) will be repaired or replaced by the Contractor at no additional cost to the County. Damaged caused by County will be repaired or replaced at the prevailing rates of the Contractor as bid on the Pricing Page.

2.1.2 Any rental fence placed by the Contractor for the County that turns-up missing/stolen shall be replaced immediately and the cost of such replacement shall be incurred by the County. This would include the cost of the panel, and labor to re-install.

2.1.3 Should the County agency request a rented fence be terminated prior to the end of the prevailing month (When renting on a month-to-month basis), the billing shall be prorated to a daily rate for that month and so noted on the invoice. The County using Agency shall be penalized for renting a "long-range" rental (6-month minimum) if the County using Agency cancels prior to the 6-month minimum.

2.2 IN/OUT CHARGES, FENCE RENTAL:

These charges are for labor paid upfront for delivery and install, and then billed again after subsequent removal.

2.3 GATE REPAIRS:

The different Gate types are: sliding (chain link/tube steel type) and swing (chain link/tube steel type), operated either manually or electrically. Electronic card access and swing-arm types shall **not** be part of this contract.

2.4 PROJECT WORK AND TIME AND MATERIALS:

- 2.4.1 Project work shall mean work performed on major fence work, which, in the best interest of the County, would be more advantageous to be performed as “all inclusive” as opposed to time and materials. The contractor assigned to this contract shall meet with the County agency at the site and ascertain what work and materials will be required. All additional labor charges outside the Scope of Work are those established on the Contractors Pricing Page.
- 2.4.2 After site review of the project, the Contractor must submit the project quote sheet back to the County requestor.
- 2.4.3 The submitted project price quote shall be all-inclusive. The Contractor shall absorb any cost overruns; or cost savings shall be additional profit. Exceptions shall be changes requested by the County that incur higher project cost and longer delays. All change orders to a project must be in writing, referencing the contract serial number, and approved by the County user agency prior to any authorization to proceed. Contractor failing to acquire change orders in writing run the risk of incurring these additional costs without payment.
- 2.4.4 A construction tax may be applied to the total project cost. This is calculated at 65% of the retail tax rate applied to the combined labor and materials associated with project work. It is not necessary to list parts/components when billing as a project. One all-inclusive price plus applicable tax as stated above.
- 2.4.5 The project quote sheet will contain the following information:
 - 2.4.5.1 The contract serial number;
 - 2.4.5.2 Name and address of site;
 - 2.4.5.3 Detailed scope of work,
 - 2.4.5.4 Line item, project cost,
 - 2.4.5.5 Deadlines for quote delivery,
- 2.4.6 If the contractor utilizes his or her own project quote sheet, ALL TERMS AND CONDITIONS SHALL BE DELETED FROM THEIR QUOTE SHEET, AND THERE SHALL BE NO REQUIRED SIGNATURE line. The reason for this is the terms and conditions are those established under this agreement, not what the contractor has on his/her quote sheet. For signature requirements, only the Board of Supervisors is authorized to bind the County, not a County employee. The County agency may use a quote sheet under their letterhead in place of the Contractor’s quote sheet signed by the County staff and the Contractor.
- 2.4.7 Acceptance of the project from the County shall be on County letterhead from the County agency, with a notice to proceed letter.
- 2.4.8 Contractors shall be compensated for additional work requested that is not detailed in the scope at labor rates bid on the Contractors Pricing Page.
- 2.4.9 Time And Materials:
 - 2.4.9.1 This contract may also be used for time and materials work (not to exceed \$5,000) and priced per hour as bid in the pricing section. Each bidder shall be ranked as first call, second call, third call, and so on, and based on the labor rates. The contractor of record having the lowest labor rate shall be called first by the requesting department for time and materials service. If the contractor is unable to respond in the time parameters, the requesting agency shall proceed to the next lowest labor rate. The County must document this via a rank call log. Consistent decline of service requests by a contractor or consistent non-

compliance with response time specifications shall cause the County to review the file and a determination made for default of contract.

2.4.9.2 The Contractor, when submitting a quote to perform a T&M task, shall use his/her quote as an “estimate” (Note: the same rules apply as stated above – all terms and conditions are to be deleted and no signature required). The County will monitor the Contractor’s time, ensuring hours spent on each job is verifiable. Only actual hours on the job shall be billed. Exceptions are “project quotes”, wherein one price is all-inclusive to perform an entire job.

2.4.9.3 If additional labor, material, and/or repairs are needed after the estimate sheet has been authorized and the actual work has started, the vendor must immediately notify the County’s designated representative prior to performing the additional work and receive authorization to continue at additional cost. Failure to comply with the above stated conditions shall result in the contractor assuming all responsibility and it will exempt Maricopa County from any explicit or implied responsibility for any liability or additional costs incurred by such action.

2.4.9.4 Labor time charged shall be for two fence technicians only. If additional fence technicians are necessary, must be pre-approved by the County. Any exceptions are at Contractor’s cost.

2.5 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.

2.6 ACCEPTANCE:

Upon successful completion of the fence repair / services, it shall be deemed accepted and the warranty period begins. All documentation shall be completed prior to final acceptance.

2.7 INVOICES AND PAYMENTS:

2.7.1 All invoicing for time and materials shall be sent to the County agency that has requested the services of the Contractor. All T & M invoicing **MUST** include:

- 2.7.1.1 Purchase order number (or if P-card is used, so noted in P.O. field);
- 2.7.1.2 Terms as bid;
- 2.7.1.3 Contract serial number;
- 2.7.1.4 Job site name and address;
- 2.7.1.5 Requestor;
- 2.7.1.6 Work order;
- 2.7.1.7 Description of work performed (either “repairs” or “fence rentals”);
- 2.7.1.8 Itemized parts description and quantities (if applicable);
- 2.7.1.9 Price of parts (if applicable);
- 2.7.1.10 Total labor hours (MUST delineate if ‘after hours’ or ‘Sunday/holiday’ rates are billed);
- 2.7.1.11 Labor charges as bid;
- 2.7.1.12 Applicable sales tax on parts;
- 2.7.1.13 Grand total of invoice.

2.7.2 In order to facilitate necessary audit procedures, Maricopa County may require the vendor to supply copy of time sheets or documents that itemize or substantiate actual labor hours invoiced to Maricopa County.

2.7.3 Invoicing for project work must contain:

- 2.7.3.1 Contract serial number;

- 2.7.3.2 Requestor;
 - 2.7.3.3 Work Order;
 - 2.7.3.4 Purchase order number (If used);
 - 2.7.3.5 Terms as bid;
 - 2.7.3.6 Description of work performed;
 - 2.7.3.7 Location of job site and agency;
 - 2.7.3.8 Project cost as quoted;
 - 2.7.3.9 Applicable construction tax if required (65% of retail tax rate);
 - 2.7.3.10 Grand Total
 - 2.7.3.11 Attached to the invoice must be the project quote sheet and all change orders.
- 2.7.4 Invoicing that does not have all the required information as listed above, will be sent back for corrections, delaying payment to the Contractor.
- 2.7.5 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.
- 2.7.6 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>).
- 2.7.7 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.
- 2.8 TAX:
- No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.
- 2.9 HOURS OF SERVICE:
- 2.9.1 REGULAR HOURS are between 6:00 AM and 6:00 PM, Monday through Friday, excluding County holidays.
 - 2.9.2 AFTER HOURS is after 6:00 PM and prior to 6:00 AM, Monday through Friday.
 - 2.9.3 WEEKENDS are anytime Saturday or, Sunday.
 - 2.9.4 HOLIDAYS are County Holidays (See County holiday schedule attachment).
 - 2.9.5 Services shall be available 24/7, 365 days per year.
 - 2.9.6 Contractor shall provide 24/7; 365 days per year telephone access, and respond to a call for services within thirty (30) minutes of receipt.
- 2.10 RESPONSE TIMES:
- 2.10.1 During REGULAR HOURS, AFTER HOURS, WEEKEND or HOLIDAYs, Contractor shall respond on-site within four (4) hours of receipt of a service request.
 - 2.10.2 If the request is designated by the County as an EMERGENCY, the contractor shall respond on-site within two hours of receipt of a service request regardless of the time of day, WEEKEND or HOLIDAY.

2.11 TRIP CHARGE:

2.11.1 Trip charges are permitted when time and material work is requested at the following sites only:

2.11.1.1 MCSO Lake Aid Stations (Apache, Bartlett, Blue Point, Canyon and Saguaro)

2.11.1.2 County offices located in Gila Bend, AZ

2.11.1.3 County offices located in Buckeye, AZ

2.11.1.4 County offices located in Aguila, AZ

2.11.1.5 Only one trip charge may be charged per service call.

2.11.1.6 If the contractor arrives onsite and is unable to locate a County representative familiar with the work or unable to gain access to the work site, the Contractor may only bill for a trip charge. The Contractor is not authorized to incur nor will the County accepting billing for any labor charges.

2.12 CONTRACTOR REQUIREMENTS:

2.12.1 Contractor(s) shall supply all labor, supervision, materials, tools, equipment, and effort necessary to perform the Scope of Work presented.

2.12.2 The Contractor's service truck fleet and/or warehouse shall carry sufficient supply of repair parts and equipment to perform services per Scope of Work presented.

2.12.3 The Contractor agrees to utilize only experienced, responsible and capable people in the performance of the work.

2.12.4 All employees of the Contractor shall wear a company uniform identified with the company name consisting of a minimum of one of the following:

2.12.4.1 Shirt/blouse

2.12.4.2 Vest

2.12.4.3 Cap

2.13 No one except authorized employees of the Contractor is allowed on the premises of Maricopa County. Contractor's employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor.

2.14 The Contractor shall perform the work in a way to minimize disruption to the normal operation of building occupants. Upon completion of work the Contractor shall clean and remove from the job site all debris, materials and equipment associated with the work performed.

2.15 Contractor shall adhere to all regulations, rules, ordinances, and standards set by Federal, State, County, and Municipal governments pertaining to safety on the job site.

2.16 BUILDING SECURITY (KEYS):

2.16.1 The Contractor may be provided keys to required County Facilities at the discretion of FMD. Keys may be acquired by:

2.16.2 The Contractor being provided permanent key(s), wherein the Contractor verifies receipt of and accepts responsibility for keys. The keys must be returned at the completion of the work or at the direction of FMD. Keys not returned may cause the County to re-key

the ENTIRE building or locations that the set of keys opened with the cost being borne by the Contractor.

2.16.3 In lieu of or in addition to keys, the Contractor may be provided card access badges at the discretion of FMD.

2.16.4 The Contractor shall notify FMD within twenty-four (24) hours if any keys are lost, misplaced, stolen or otherwise not within the Contractor's control.

2.16.5 Once the Purchase Order is complete, expired, or terminated the Contractor shall immediately return all badges and keys to FMD.

2.17 SALVAGE:

Salvage rights shall be evaluated on a project by project basis by the County and shall be determined prior to incorporation in the contractor's bid price. Salvage rights automatically apply for all work if in the best interest to the County. Salvageable materials without pre-approved contractor salvage rights shall be securely stored and are not to be transported off the site without written permission from Maricopa County. If contractor is given salvage rights, salvageable materials shall be removed daily. No on site storage of contractor's salvaged materials will be permitted.

2.18 INVOICES AND PAYMENTS:

2.18.1 Invoices are required to contain the following information:

- 2.18.1.1 Company name, address and contact
- 2.18.1.2 County bill-to name and contact information
- 2.18.1.3 Building Name and Building Number
- 2.18.1.4 County purchase order number
- 2.18.1.5 Maximo (FMD) service call number
- 2.18.1.6 Invoice number and date
- 2.18.1.7 Date of service or delivery
- 2.18.1.8 Description of Purchase (services performed)
- 2.18.1.9 Pricing per unit of purchase
- 2.18.1.10 Extended price
- 2.18.1.11 Arrival and completion time
- 2.18.1.12 Total Amount Due

2.19 CONTRACTOR EMPLOYEE BACKGROUND CHECK:

A background check is required for all Contractor employees providing services to the County. The cost of this service shall be incurred by the County. No Contractor employee may access County property without approval of FMD.

2.20 DELIVERY:

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

2.21 FUEL COST PRICE ADJUSTMENT:

2.21.1 This provision provides for limited increased or decreased costs of motor fuels (fuels) used to perform services under this Contract. This provision does not apply to burner fuel (i.e. propane, natural gas, fuel oil, used motor oil). It applies to motor fuel only. Fuel cost adjustments may be either positive or negative. A positive fuel cost adjustment will result in an increase in payments to Contractor while a negative fuel cost adjustment will result in a decrease in payments to Contractor.

- 2.21.2 This provision is intended to minimize risk to both parties to this Contract due to fuel cost fluctuations that may occur during the term of this Contract. This provision is not designed to estimate actual quantities of fuel used in providing services under this Contract, but to provide a reasonable basis for calculating a fuel cost adjustment based on average conditions.
- 2.21.3 Application of this provision will come into effect upon Contractor submittal of a fuel cost adjustment request. A request may be submitted only when the increased cost of fuel, established as a percentage of total contract price (base fuel cost) upon award of this Contract, exceeds ten (10%) percent of the base fuel cost. The Contractor may request a fuel surcharge no more than four (4) times annually, during the month(s) of March, June, September and December. The request must be submitted no later than the tenth (10th) of the month. Any surcharge shall be effective the first of the following month after receipt and approval. The date of County approval of a fuel cost adjustment request shall become the base date for any future Contractor adjustment requests.
- 2.21.4 Contractor shall include, as part of its price bid, the percentage of total contract price fuel represents (e.g., fuel cost equals 10% of Contractor cost) (see also, Attachment A, Vendor Information). This percentage will represent and establish the base fuel cost for this Contract. The base fuel cost shall be established as the due date for submission of proposals for this Contract. All subsequent fuel cost adjustments shall be based upon the date the County approves a Contractor's request for fuel cost adjustment (e.g. fuel cost adjustment approved by County on January 1, 2006, January 1, 2006 becomes base date for any next Contractor request for adjustment).
- 2.21.5 Fuel Cost Application Requirement. The Contractor must provide documentation including type of motor fuel and fuel invoices with price of the fuel used in providing services under this Contract, from the month bids were due and the month of the cost adjustment request, with any fuel cost adjustment application. The fuel cost adjustment application must be completed with all applicable data, and signed by the Contractor.
- 2.21.6 The fuel surcharge shall be based on the current quarterly index of the West Coast (PADD5) Diesel (On-Highway)-All Types or Reformulated Areas Gasoline compared to the previous quarterly index period as reported on the Energy Information Administration (EIA) website: <http://www.eia.doe.gov/>
- 2.21.7 The computation of the fuel surcharge amount shall be determined as follows:
- 2.21.7.1 The fuel cost component from Attachment A (Vendor Information) of the Contract with Maricopa County, multiplied by the percent of change indicated by the EIA report from the previous index period.
- 2.21.7.2 Upon agreement by the County to the surcharge, the County shall issue written approval of the change prior to any adjusted invoicing submitted for payment.
- 2.21.7.3 The surcharge shall be added as a separate line item to the invoice.
- 2.22 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE):

The County is a member of the \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of \$AVE may access a contract resulting from a solicitation issued by the County. If you **do not** want to grant such access to a member of \$AVE, **please 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.

2.23 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)

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

3.0 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 annual anniversary 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, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.
- 3.5.8 The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.
- 3.5.9 Commercial General Liability:

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.
- 3.5.10 Automobile Liability:

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

3.5.11 Workers' Compensation:

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

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

3.5.12 Errors and Omissions Insurance:

Errors and Omissions insurance and, if necessary, Commercial Umbrella insurance, which will insure and provide coverage for errors or omissions of the Contractor, with limits of no less than \$1,000,000 for each claim.

3.5.13 Certificates of Insurance.

3.5.13.1 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon ten (10) business days. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**

3.5.13.2 In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

3.5.13.3 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.

3.5.14 Cancellation and Expiration Notice.

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

3.6 PROCUREMENT CARD ORDERING CAPABILITY:

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

3.7 INTERNET ORDERING CAPABILITY:

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

3.8 ORDERING AUTHORITY:

- 3.8.1 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, additionally 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 Contact.
- 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 unethical conduct may be grounds for Disbarment or Suspension under MC1-902.

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

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

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

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

3.27 PUBLIC RECORDS:

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

3.28 POST AWARD MEETING:

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