

SERIAL 14117 S BIRD REPELLANT SERVICES

DATE OF LAST REVISION: February 12, 2015 CONTRACT END DATE: January 31, 2017

CONTRACT PERIOD THROUGH JANUARY 31, 2017

TO: All Departments
FROM: Office of Procurement Services
SUBJECT: Contract for **BIRD REPELLANT SERVICES**

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 **February 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.

Wes Baysinger, Chief Procurement Officer
Office of Procurement Services

DW/at
Attach

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

(Please remove Serial 08118-S from your contract notebooks)

SOUTHWEST AVIAN SOLUTIONS LLC, 20118 N. 67TH AVE., #300-122, GLENDALE, AZ 85308

COMPANY NAME: Southwest Avian Solutions LLC

DOING BUSINESS AS (DBA) NAME: _____

MAILING ADDRESS: 20118 N 67th Ave #300-122, Glendale, AZ 85308

REMIT TO ADDRESS: 20118 N 67th Ave #300-122, Glendale, AZ 85308

TELEPHONE NUMBER: 602-942-6550

FACSIMILE NUMBER: 866-616-8438

WEB SITE: www.pigeonbirdcontrol.com

REPRESENTATIVE NAME: Jeff Kimmich

REPRESENTATIVE TELEPHONE NUMBER: 602-942-6550

REPRESENTATIVE E-MAIL: swaviansolutions@cox.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"/>	
PAYMENT TERMS:			
<input checked="" type="checkbox"/> 2% 10 DAYS NET 30 DAYS			

*****1st Call*****

Title	Unit Price	UofM	Description
Labor: Regular Business Hours	\$45.00	hour	
Labor: After Hours	\$45.00	hour	
Labor: Weekends & Holidays	\$45.00	hour	

BAT CONTROL SERVICES

Title	Unit Price	UofM	Description
Labor: Regular Business Hours	\$45.00	hour	
Labor: After Hours	\$45.00	hour	
Labor: Weekends and Holidays	\$45.00	hour	

ADDITIONAL CHARGES

Title	Unit Price	UofM	Description
Parts, Components, and Materials	5.00%	each	Cost Plus Percentage Markup for any Parts, Components and Materials outside the scope of work.

SOUTHWEST AVIAN SOLUTIONS LLC, 20118 N. 67TH AVE., #300-122, GLENDALE, AZ 85308

PRICING SHEET: NIGP CODES 87567, 91059, 98872

Terms: 2% 10 Days Net 30 Days
Vendor Number: 2011004592 0
Certificates of Insurance Required
Contract Period: To cover the period ending **January 31, 2017.**

NATIONAL ENVIRONMENTAL SOLUTIONS LLC, 9299 W. OLIVE AVE. STE 101, PEORIA, AZ 85345

COMPANY NAME:	<u>NATIONAL ENVIRONMENTAL SOLUTIONS LLC</u>
DOING BUSINESS AS (DBA) NAME:	<u>National Environmental Solutions</u>
MAILING ADDRESS:	<u>9299 W. Olive Ave Ste 101, Peoria, AZ 85345</u>
REMIT TO ADDRESS:	<u>9299 W. Olive Ave Ste 101, Peoria, AZ 85345</u>
TELEPHONE NUMBER:	<u>602-222-8555</u>
FACSIMILE NUMBER:	<u>623-594-7831</u>
WEB SITE:	<u>NESpest.com</u>
REPRESENTATIVE NAME:	<u>Gavin Gallifant</u>
REPRESENTATIVE TELEPHONE NUMBER:	<u>6022228555</u>
REPRESENTATIVE E-MAIL:	<u>Gavin@NESpest.com</u>

	<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"/>	
PAYMENT TERMS:			
<input checked="" type="checkbox"/> 2% 10 DAYS NET 30 DAYS			

2nd Call

Title	Unit Price	UofM
Labor: Regular Business Hours	\$60.00	hour
Labor: After Hours	\$75.00	hour
Labor: Weekends & Holidays	\$100.00	hour

BAT CONTROL SERVICES

Title	Unit Price	UofM
Labor: Regular Business Hours	\$75.00	hour
Labor: After Hours	\$150.00	hour
Labor: Weekends and Holidays	\$150.00	hour

ADDITIONAL CHARGES

Title	Unit Price	UofM	Description	Bidder Notes
Parts, Components, and Materials	15.00%	each	Cost Plus Percentage Markup for any Parts, Components and Materials.	
Additional Items	\$8.50	each	Please provide an amount for any additional & services that are outside the scope of work.	1' installed

NATIONAL ENVIRONMENTAL SOLUTIONS LLC, 9299 W. OLIVE AVE. STE 101, PEORIA, AZ 85345

PRICING SHEET: NIGP Code(s): 87567, 91059, 98872

Terms: 2% 10 Days Net 30 Days

Vendor Number: 2011001180 0

Certificates of Insurance Required

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

BIRD REPELLANT SERVICES

1.0 INTENT:

The intent of this Invitation for Bid is to establish responsive/responsible contractors to install bird devices that deter nesting and roosting on County buildings, bridges, and other structures owned by Maricopa County.

Any County department 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 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 The following types of bird control systems will be considered:

2.1.1 NETTING:

2.1.1.1 Constructed of knotted polyethylene with a mesh size no greater than 2" (two inches). Netting material must be UV protected, rot proof, and flame resistant. Must be available in an array of colors. Similar types, but not as specified, may be substituted if approved by the County.

2.1.2 SPIKES, PLASTIC:

2.1.2.1 Constructed of plastic. Plastic must be UV protected. One-piece construction. Multiple angled spikes. Non-flexible for bird weight. Available in several widths and an array of colors. Similar types, but not as specified, may be substituted if approved by the County.

2.1.3 SPIKES, PLASTIC/METAL:

2.1.3.1 Constructed of a plastic base with stainless steel spikes. Plastic must be UV protected. Available in several widths. Radically bendable for curves. Multiple angled spikes. Similar types, but not as specified, may be substituted if approved by the County.

2.1.4 CHAIN:

2.1.4.1 Constructed of a plastic base with stainless steel spikes. Plastic to be UV protected. Spikes are single inline vertically positioned. Can be shaped into a multitude of various formations, as spike base is pivotal. Similar types, but not as specified, may be substituted if approved by the County.

2.1.5 PIN AND WIRE:

2.1.5.1 Electrical system. Stainless steel, spring-tension with wire mounted to a post. The system utilizes a high voltage low current electrical pulse generator. Similar types, but not as specified, may be substituted if approved by the County. Similar types, but not as specified, may be substituted if approved by the County.

2.1.6 PIN AND WIRE:

2.1.6.1 Non-electrical system. Low profile, low visibility. Multiple stretches of various heights (more than two) of nylon coated steel or stainless steel wire, tensioned between pins. Similar types, but not as specified, may be substituted if approved by the County.

2.1.7 OTHER:

2.1.7.1 Based on unusual locations and/or difficult areas to access, other types of bird deterrent systems not listed but may be necessary. It is anticipated the percentage of 'other' systems will be miniscule.

- 2.2 The scope of work will consist of installing bird control systems on County buildings.
- 2.3 All new installation work to be project quoted. Repair work based on time and materials.
- 2.4 Machinery/equipment that will be considered as additional cost and used indirectly to the repair of bird control systems will allowed an administrative mark-up cost of five percent (5%) for Time and Materials work. The invoice from the rental firm must be attached to the Contactor's invoice.
- 2.5 All systems listed in the §1.0 Intent are a non-lethal approach to bird control and must integrate critical factors including landscaping, climate, regulatory requirements, safety, and other potentially sensitive areas.
- 2.6 Maricopa County shall determine what type of bird control system the building will require, and schedule a site meeting for all contract awardees who specialize in that system. If it is determined by the contractor(s) and the County that a different bird control system (or a combination of types) could more effectively used other than those listed in the Intent, the agreed-upon system(s) will then be price-quoted to all vendors under this agreement.
- 2.7 HOURS OF SERVICE:
- 2.7.1 REGULAR HOURS are between 6:00 AM and 6:00 PM, Monday through Friday, excluding County holidays.
- 2.7.2 AFTER HOURS is after 6:00 PM and prior to 6:00 AM, Monday through Friday.
- 2.7.3 WEEKENDS are anytime Saturday or, Sunday.
- 2.7.4 HOLIDAYS are County Holidays (See County holiday schedule attachment).
- 2.7.5 Services shall be available 24/7, 365 days per year.
- 2.7.6 Contractor shall provide 24/7; 365 days per year telephone access, and respond to a call for services within thirty (30) minutes of receipt.
- 2.7.7 Contractor shall be permitted to access and work consecutive days (including weekends and holidays) once the work has commenced. This must be coordinated with Facilities Management staff or the User Agency making the request.
- 2.8 If the surface the bird system is to be installed has bird droppings, the Contractor shall prepare the surfaces of the building via intensive cleaning prior to installing the bird system.
- 2.9 After cleaning, Contractor to supply, install, and makes functional the bird system.
- 2.10 Installation of the bird control system must follow historical guidelines where applicable. Any bird control system on any structure that is considered historical in nature shall be reviewed by the Historical Preservation Committee. The Contractor shall ensure the proposed system will not harm the exterior of an historical building in writing.

- 2.11 Method of installation (screws, adhesive, nails, etc.) shall be discussed between the contractor and the County prior to installation.
- 2.12 If pin and wire electrical system is requested, the County will be responsible to provide the AC electrical source. Solar powered generators are not to be used unless specifically requested by the County.
- 2.13 All chemicals used for cleaning/sanitation shall have MSDS sheets supplied to the County prior to commencement of job project.
- 2.14 Machinery or equipment that will be considered as additional cost and used indirectly to the application of the bird system as, but not limited to:
 - 2.14.1 Man lifts
 - 2.14.2 Swing stage
 - 2.14.3 Bucket truck
 - 2.14.4 These items (and other approved equipment), if rented from a rental contractor, will be allowed the rental charge plus an administrative mark-up cost not to exceed five percent (5%). If owned, the equipment shall be charged per the bid rate on the Contractor's pricing page.
 - 2.14.5 All aerial lift operators shall have training that meets or exceeds all OSHA, ANSI and State Regulations (Refer to §2.14.9).
- 2.15 Project Work and Time & Materials:
 - 2.15.1 Project work shall mean work performed, which, in the best interest of the County, would be more advantageous to be performed as "all inclusive" as opposed to time and materials. Each of the contractors assigned to this contract shall be provided a request for project quote containing a detailed Scope of Work. As such, each contractor MUST submit a response, with award granted to the lowest quote for the project. Contractors are not to submit their own project quote sheets (exceptions: if the contractor's quote sheet has no terms and conditions and no provisions for a signature from the County). If the Contractor's quote sheet contains any of the aforementioned, only County letterhead quote sheets will be acceptable. All terms and conditions are only those established under this agreement. All additional labor charges outside the Scope of Work for projects are those labor rates established on the Contractor's pricing page.
 - 2.15.2 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. If project work, do not itemize labor, materials, rented equipment, or other costs.
 - 2.15.3 After a site visit of the project, all contractors listed under this contract must submit the project quote sheet back to the County within the specified time frame, either with acceptance and a firm price; or decline with a written reason as to why the project was declined. Contractors who have declined project work a minimum of three times during a six-month period shall be required to attend a meeting with the Office of Procurement Services Department and FMD to discuss consideration for default of contract as this is indicative of the Contractor's desire not to do business with the County.
 - 2.15.4 The submitted project price quote is to be all-inclusive. This to include all labor, materials, rented equipment, swing stages, man lifts, or any other type of equipment/tools necessary to perform the project. Any cost overruns to be absorbed by the Contractor, or cost savings to be additional profit. Exceptions to this are 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 FMD (or

County user agency if request was made by them) prior to any authorization to proceed. The Contractor who fails to acquire change orders in writing runs the risk of incurring these additional costs without payment. ALL contractors are to have an equal opportunity to quote on project work.

- 2.15.5 Any delays to the project through unassociated administrative or security concerns by the County, causing the Contractor to incur additional costs, shall immediately be brought to the attention of the FMD project manager for proper documentation. These additional costs may be added to the quoted project price as a separate line item on the invoice.
 - 2.15.6 Dependent upon the complexity/nature of the project, a predetermined and/or pre-identified site meeting may be held to ensure all contractors are aware of important issues regarding the project.
 - 2.15.7 Contractors shall be compensated for additional work requested by the County that is not detailed in the scope via the labor rates bid in Attachment A, PRICING.
 - 2.15.8 This contract may also be used for time and materials work (under \$5,000) and priced per hour as bid in the pricing section. The threshold from time and materials to project work shall be \$5,000.00. Exceptions to this shall be emergencies that arise and must be dealt with immediately without the time for project quotes. This figure is firm fixed. Exceeding this amount requires written approval from the County.
 - 2.15.9 Each bidder shall be ranked as first call, second call, third call, and so on for time and materials according to the specific system they have proposed. The contractor of record having the lowest labor bid shall be called first by the requesting department for time and materials service. If the vendor is unable to respond in the time parameters, the requesting agency shall proceed to the next lowest bidder. The County must document this via a rank call log. Consistent decline of service requests by a vendor or consistent non-compliance with response time specifications shall cause the County to review the file and a determination made for default of contract.
 - 2.15.10 Guarantee Against Deterioration:
Bird control products made of plastic, polyethylene, or any other non-metal materials must be UV stabilized and guaranteed not to deteriorate for a minimum of five (5) years after acceptance of the system by the County. If deterioration occurs during the five-year period, the contractor shall replace such product(s) at no additional cost to the County, which shall include the cost of all materials, equipment, and labor.
 - 2.15.11 The minimum five (5) year warranty period shall not apply to polyethylene netting in colors other than black. For colors other than black, the manufacturer's standard warranty shall apply.
- 2.16 SPECIAL REQUIREMENTS:
- 2.16.1 All system electrical work for pin and wire systems (or other electrical-type systems) shall comply with the requirements of the applicable edition of the National Electric Code, State and Local building codes.
 - 2.16.2 In the event the work performance of the Contractor is not satisfactory, the Contractor will be notified and be given four (4) days to correct the work. Labor for all rework will be at no cost to the County.
 - 2.16.3 A Maricopa County background check will be a requirement for all employees of Contractor's staff providing services to the County. This is essential due to the need to access areas within the County such as detention facilities, court buildings, and many other restricted areas. The County shall incur the cost for this option.

- 2.16.4 The Contractor shall have the ability and appropriate Federal and State permits to survey for the presence of target wildlife species; humanely capture and remove target wildlife species to other suitable habitat or a licensed wildlife rehabilitation facility, and when appropriate, relocate wildlife into new habitat areas. The Contractor may assist the Using Agency in meetings and negotiations with regulators, property owners, potential responsible parties, and other interested parties, including the general public. The applicable Permits and Licenses that may be required for the services listed above may include but are not limited to
- 2.14.4.1 U.S. Fish and Wildlife Service Permits such as those for Take, Transport, Rehabilitation, Possession for Education (Dead or Alive), Bird Banding, etc.
 - 2.14.4.2 Arizona Game and Fish Department Licenses such as a Scientific Collection License, Trapping License, Wildlife Rehabilitation License, Wildlife Services License, etc.
- 2.16.5 Contractor shall be responsible to obtain all required licenses and permits when and where applicable. Contractor must comply with all Arizona Statutes, and must hold a current State of Arizona, Structural Pest Control Commission license for General Pest, Category B1.
- 2.16.6 A copy of the Qualifying Party (QP) card for the license holder and a copy of the Category B1 license must accompany bid package. Licensed contractors may subcontract providing the County is notified in writing. The subcontractor must comply with all the conditions set forth in this contract.
- 2.16.7 Contractor's staff or sub-contractor's staff who will be utilized in the installation of the bird control system must hold Certification by the Office of Pest Management. The Contractor will be required to show proof of certification prior to commencement of work.
- 2.16.8 The Contractor shall perform the work in a way to minimize disruption to the normal operation of the building tenants. Upon completion of the work, the Contractor is responsible for cleaning and removing all debris, materials, and equipment associated with the work performed. Debris not to be placed into County trash containers.
- 2.16.9 The Contractor and their employees shall exercise safe industry work practices. All work shall be in compliance with appropriate OSHA, Federal, State, County, and local municipalities' ordinances and regulations. Chemicals shall be transported in containers, which will ensure proper protection to the job site, and must be properly labeled.
- 2.16.10 The Contractor shall be required to perform the specifications, install the bird control system, and supply a warranty on their own merit without subcontracting to another contractor.
- 2.16.11 Employees Of The Contractor:
- No one except authorized employees of the Contractor is allowed on the premises of Maricopa County buildings. Contractor employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other persons unless said person is an authorized employee of the Contractor.
- 2.16.12 Removal Of Contractors Employees
- The Contractor agrees to utilize only experienced, responsible, and capable people in the performance of the work. The County may require that the Contractor remove from the job site covered by the contract employees who endanger persons or property or whose continued employment under this contract is inconsistent with the interest of the County.

3.0 FACILITIES MANAGEMENT REQUIREMENTS

3.1 RESPONSE TIMES:

- 3.1.1 During REGULAR HOURS, AFTER HOURS, WEEKEND or HOLIDAYs, Contractor shall respond on-site within four (4) hours of receipt of a service request.
- 3.1.2 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.

3.2 TRIP CHARGE:

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

- 3.2.1 MCSO Lake Aid Stations (Apache, Bartlett, Blue Point, Canyon and Saguaro)
- 3.2.2 County offices located in Gila Bend, AZ
- 3.2.3 County offices located in Buckeye, AZ
- 3.2.4 County offices located in Aguila, AZ
- 3.2.5 Only one trip charge may be charged per service call.
- 3.2.6 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.

3.3 CONTRACTOR REQUIREMENTS:

- 3.3.1 Contractor(s) shall supply all labor, supervision, materials, tools, equipment, and effort necessary to perform the Scope of Work presented.
- 3.3.2 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.
- 3.3.3 The Contractor agrees to utilize only experienced, responsible and capable people in the performance of the work.
- 3.3.4 All employees of the Contractor shall wear a company uniform identified with the company name consisting of a minimum of one of the following:
 - 3.3.4.1 Shirt/blouse
 - 3.3.4.2 Vest
 - 3.3.4.3 Cap
- 3.3.5 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.
- 3.3.6 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.

3.3.7 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.

3.4 BUILDING SECURITY (KEYS):

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

3.4.2 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.

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

3.4.4 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.

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

3.5 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.

3.6 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.

3.7 PROJECT WORK:

Inquiries may be submitted by telephone or at the time of walk through but must be followed up in writing. No oral communication is binding on Maricopa County. Any changes to the original specification must be acknowledged in writing as part of the response to the solicitation/quote.

4.0 PURCHASING REQUIREMENTS:

4.1 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.

4.2 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.

4.3 BACKGROUND CHECK:

Bidders/proposers need to aware that there may be multiple background checks (Sheriff's Office, County Attorney's Office, Courts as well as Maricopa County general government) to determine if the respondent is acceptable to do business with the County. This applies to (but is not limited to) the company, sub-contractors and employees and the failure to pass these checks shall deem the respondent non-responsible.

4.4 INVOICES AND PAYMENTS:

4.4.1 The Contractor shall submit one (1) legible copy of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

4.4.2 Invoices are required to contain the following information:

- Company name, address and contact
- County bill-to name and contact information
- Building Name and Building Number
- County purchase order number
- Maximo (FMD) service call number
- Invoice number and date
- Date of service or delivery
- Description of Purchase (services performed)
- Pricing per unit of purchase
- Extended price
- Arrival and completion time
- Total Amount Due

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

4.4.4 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>).

4.4.5 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.

4.5 APPLICABLE TAXES:

4.5.1 **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.

4.5.2 **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.

4.5.3 **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.

4.6 TAX: (SERVICES)

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.

4.7 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.

4.8 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.

4.9 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.

4.10 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.

4.11 VOLUNTARY EMPLOYEE DISCOUNTS

4.11.1 Vendors may voluntarily offer discounts to County employees for products or services provided under this contract. Whether a vendor offers or does not offer an employee discount is not a factor in nor considered in the evaluation of responses to this solicitation.

4.11.2 Any discount offered is part of a commercial transaction between the contractor and individual County employees and the County is not a party to the transaction. Any disputes or issue that arises from an individual commercial transaction between the contractor and an individual County employee is a matter between the contractor and the employee. If a discount is offered, the terms will be announced to County employees.

5.0 CONTRACTUAL TERMS & CONDITIONS:

5.1 CONTRACT TERM:

This Invitation for Bid is for awarding a firm, fixed-price purchasing contract to cover a term of two (2) years.

5.2 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 Four (4) 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.

5.3 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.

5.4 FUEL COST PRICE ADJUSTMENT:

5.4.1 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.

5.4.2 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.

5.4.3 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.

5.4.4 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).

- 5.4.5 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. Any cost adjustment will be calculated by the County by using the bureau of Labor Statistics, Producer Price Index for Gasoline – WPU0571 and #2 Diesel Fuel – WPO57303 (<http://data.bls.gov/cgi-bin/surveymost?wp>).
- 5.4.6 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/>
- 5.4.7 The computation of the fuel surcharge amount shall be determined as follows:
- 5.4.7.1 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.
- 5.4.7.2 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.
- 5.4.7.3 The surcharge shall be added as a separate line item to the invoice.

5.5 INDEMNIFICATION:

- 5.5.1 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.
- 5.5.2 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.
- 5.5.3 The scope of this indemnification does not extend to any claim, damage, loss, or expense resulting from the sole negligence of County.

5.6 INSURANCE:

- 5.6.1 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.
- 5.6.2 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.

- 5.6.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.
- 5.6.4 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.
- 5.6.5 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.
- 5.6.6 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.
- 5.6.7 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 Insured's.
- 5.6.8 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.
- 5.6.9 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).
- 5.6.10 Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- 5.6.11 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.
- 5.6.12 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.

5.6.13 Workers' Compensation:

5.6.13.1 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.

5.6.13.2 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.

5.6.14 Errors & Omissions:

If necessary, Commercial Umbrella insurance, which will insure and provide coverage for errors or omissions of the Contractor, with limits of no less than \$2,000,000 for each claim.

5.6.15 Environmental/Pollution:

Contractor shall maintain Commercial General Liability Insurance (CGL) and, if necessary, Commercial Umbrella Insurance with a limit of not less than \$2,000,000 for each occurrence with a \$4,000,000 Products/Completed Operations Aggregate and a \$4,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations, environmental and pollution damage, and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract.

5.6.16 Certificates of Insurance:

5.6.16.1 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.

5.6.16.2 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.

5.6.16.3 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.

5.6.17 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.

5.7 ORDERING AUTHORITY:

5.7.1 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.

5.8 REQUIREMENTS CONTRACT:

- 5.8.1 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.
- 5.8.2 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.
- 5.8.3 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.

5.9 SUSPENSION OF WORK:

The Procurement Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Procurement Officer determines appropriate for the convenience of the County. No adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor. No request for adjustment under this clause shall be granted unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

5.10 STOP WORK ORDER:

The Procurement Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Procurement Officer shall either—

- 5.10.1 Cancel the stop-work order; or
- 5.10.2 Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the County, clause of this contract.
- 5.10.3 The Procurement Officer may make an equitable adjustment in the delivery schedule and/or contract price, or otherwise, and the contract shall be modified, in writing, accordingly, if the Contractor demonstrates that the stop work order resulted in an increase in costs to the Contractor.

5.11 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

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

5.12 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:

- 5.12.1 Deliver the supplies or to perform the services within the time specified in this contract or any extension;
- 5.12.2 Make progress, so as to endanger performance of this contract; or
- 5.12.3 Perform any of the other provisions of this contract.
- 5.12.4 The County's right to terminate this contract under these subparagraphs 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.

5.13 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.

5.14 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.

5.15 SUBCONTRACTING:

- 5.15.1 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.
- 5.15.2 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.

5.16 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.

5.17 ADDITIONS/DELETIONS OF SERVICE:

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.

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

5.18.1 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.

5.18.2 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.

5.18.3 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 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.

5.19 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.

5.20 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.

5.21 RELATIONSHIPS:

5.21.1 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.

5.21.2 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.

5.22 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 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.

5.23 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

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

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

5.23.1.2 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;

5.23.1.3 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

5.23.1.4 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.

5.23.2 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.

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

5.24.1 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.

5.24.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 4.24.1 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.

5.25 CONTRACTOR LICENSE REQUIREMENT:

5.25.1 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.

5.25.2 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.

5.26 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:

5.26.1 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,

5.26.2 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.

5.27 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 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.