

**SERIAL 14121 S YORK CHILLER MAINTENANCE, REPAIR AND OVERHAUL**

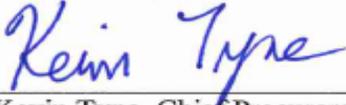
**DATE OF LAST REVISION: January 17, 2017 CONTRACT END DATE: March 31, 2017**

**CONTRACT PERIOD THROUGH MARCH 31, 2017**

**TO:** All Departments  
**FROM:** Office of Procurement Services  
**SUBJECT:** Contract for **YORK CHILLER MAINTENANCE, REPAIR AND OVERHAUL**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **March 25, 2015 (Eff. 04/01/15)**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.



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Kevin Tyne, Chief Procurement Officer  
Office of Procurement Services

JG/zs  
Attach

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

(Please remove Serial 08104-S from your contract notebooks)

**JOHNSON CONTROLS, INC., 2032 WEST 4TH STREET, TEMPE, AZ 85281**

COMPANY NAME: Johnson Controls, Inc.  
 DOING BUSINESS AS (DBA) NAME: Same  
 MAILING ADDRESS: 2032 West 4th Street , Tempe, AZ 85281  
 REMIT TO ADDRESS: P O Box 730068, Dallas, TX 75373  
 TELEPHONE NUMBER: 480-517-3543  
 FACSIMILE NUMBER: 480-967-5213  
 WEB SITE: www.jci.com  
 REPRESENTATIVE NAME: Gary H. Whetstone  
 REPRESENTATIVE TELEPHONE NUMBER: 602-550-1279  
 REPRESENTATIVE E-MAIL: Gary.H.Whetstone@jci.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"/>	
PAYMENT TERMS:			
<input checked="" type="checkbox"/> NET 30 DAYS			

<b>WATER COOLED CHILLERS</b>					
<b>Title</b>	<b>Quarterly PM</b>	<b>Annual PM</b>	<b>Rental Per Week / Per Ton</b>	<b>Description</b>	<b>Bidder Notes</b>
West Court Building # 3301 (Chiller # 1)	\$910.00	\$4,120.00	\$20.00	West Court Building # 3301 111 South 3rd Avenue Phoenix, AZ Brand = York Model = YKGDGDH8-CYD	Attachment B - Agreement Page
West Court Building # 3301 (Chiller # 2)	\$910.00	\$4,120.00	\$20.00	West Court Building # 3301 111 South 3rd Avenue Phoenix, AZ Brand = York Model = YKGDGDH8-CYD	JCI- Fact Sheet for Maricopa County
West Court Building # 3301 (Chiller # 3)	\$910.00	\$4,120.00	\$20.00	West Court Building # 3301 111 South 3rd Avenue Phoenix, AZ Brand = York Model = YKGDGDH8-CYD	JCI- Safety Pre Bid FAQs

JOHNSON CONTROLS, INC., 2032 WEST 4TH STREET, TEMPE, AZ 85281

<b>Title</b>	<b>Quarterly PM</b>	<b>Annual PM</b>	<b>Rental Per Week / Per Ton</b>	<b>Description</b>	<b>Bidder Notes</b>
West Court Building # 3301 (Chiller # 4)	\$910.00	\$4,120.00	\$20.00	West Court Building # 3301 111 South 3rd Avenue Phoenix, AZ Brand = York Model = YKBPBH2-CUC	JCI Org Chart for Maricopa County
Juvenile-SE Building # 2856 (Chiller # 1)	\$910.00	\$4,060.00	\$25.00	Juvenile-SE Building # 2856 1810 South Lewis Mesa, AZ Brand = York Model = YKCPCPQ4-CNG	JCI- Technician Qualifications & Certification
Juvenile-SE Building # 2856 (Chiller # 2)	\$910.00	\$4,060.00	\$25.00	Juvenile-SE Building # 2856 1810 South Lewis Mesa, AZ Brand = York Model = YKCPCPQ4-CNG	Annual inspection includes user taxes on parts only
Juvenile-SE Building # 2856 (Chiller # 3)	\$910.00	\$4,060.00	\$25.00	Juvenile-SE Building # 2856 1810 South Lewis Street Mesa, AZ Brand = York Model = YRVCVCTO-46A (Water-cooled screw chiller)	Vibration Analysis Testing & Certifications
Jackson Street Customer Service Center Building # 3315 (Chiller # 1)	\$910.00	\$4,425.00	\$25.00	Jackson Street Customer Service Center Building # 3315 601 West Jackson Street Phoenix, AZ Brand = York Model = YTG0A1B2-CFG	IEI- Eddy Current Test ASNT
Jackson Street Customer Service Center Building # 3315 (Chiller # 2)	\$910.00	\$4,425.00	\$25.00	Jackson Street Customer Service Center Building # 3315 601 West Jackson Street Phoenix, AZ Brand = York Model = YTG0A1B2-CFG	JCI License- L39 & Summary of Licenses
Forensic Science Building # 3320 (Chiller # 1)	\$910.00	\$4,570.00	\$25.00	Forensic Science Building # 3320 701 West Jefferson Street Phoenix, AZ Brand = York Model = YTG1A1C1-CHJ	JCI- Safety Pre Bid FAQs & Technician Training Log
Forensic Science Building # 3320 (Chiller # 2)	\$910.00	\$4,570.00	\$25.00	Forensic Science Building # 3320 701 West Jefferson Street Phoenix, AZ Brand = York Model = YTG1A1C1-CHJ	

**JOHNSON CONTROLS, INC., 2032 WEST 4TH STREET, TEMPE, AZ 85281**

<b>Title</b>	<b>Quarterly PM</b>	<b>Annual PM</b>	<b>Rental Per Week / Per Ton</b>	<b>Description</b>	<b>Bidder Notes</b>
Consolidated Downtown Justice Courts Building # 4053 (Chiller # 1)	\$910.00	\$4,120.00	\$25.00	Consolidated Downtown Justice Courts Building # 4053 620 West Jackson Street Phoenix, AZ Brand = York Model = YKBBBCP5-CNF	
Consolidated Downtown Justice Courts Building # 4053 (Chiller # 2)	\$910.00	\$4,120.00	\$25.00	Consolidated Downtown Justice Courts Building # 4053 620 West Jackson Street Phoenix, AZ Brand = York Model = YKBCBDP5-CLFS	
Transportation Traffic Operations Building #1410	\$910.00	\$3,520.00	\$25.00	Transportation Traffic Operations Building # 1410 2909 West Durango Phoenix, AZ Brand = York Model = YCWJ67S0185C46Y (Water Cooled Screw)	

<b>AIR COOLED CHILLERS</b>					
<b>Title</b>	<b>Quarterly PM</b>	<b>Annual PM</b>	<b>Rental Per Week / Per Ton</b>	<b>Description</b>	<b>Bidder Notes</b>
MCSO Warehouse / OPS Building # 6202	\$710.00	\$2,120.00	\$25.00	MCSO Warehouse / OPS Building # 6202 319 West Buchanan Street / 320 West Lincoln Street Phoenix, AZ Brand = York Model = YCAL005DEC46XBASDTXLTXRL (Air-cooled scroll chiller)	
Old Chamber Warehouse Building # 4052 (Chiller # 1)	\$710.00	\$2,120.00	\$25.00	Old Chamber Warehouse 301 South 4th Avenue Phoenix, AZ Brand = York Model = YCAL0055EC46XDB5DTXAXXRLA (Air cooled scroll chiller)	
Old Chamber Warehouse Building # 4052 (Chiller # 2)	\$710.00	\$2,120.00	\$25.00	Old Chamber Warehouse 301 South 4th Avenue Phoenix, AZ Brand = York Model = YCALKOO55EC46XDBSDTXAXXRLX (Air cooled scroll chiller)	

**JOHNSON CONTROLS, INC., 2032 WEST 4TH STREET, TEMPE, AZ 85281**

<b>Title</b>	<b>Quarterly PM</b>	<b>Annual PM</b>	<b>Rental Per Week / Per Ton</b>	<b>Description</b>
Old Chamber Warehouse Building # 4052 (Chiller # 3)	\$710.00	\$2,120.00	\$25.00	Old Chamber Warehouse 301 South 4th Avenue Phoenix, AZ Brand = York Model = YCAL0066EE46XEB/R410A (Air cooled scroll chiller) Serial Number = 2GXM012441
Emergency Services Administration Building # 3801 (Chiller # 1)	\$710.00	\$2,120.00	\$25.00	Emergency Services Administration Building # 3801 5636 East McDowell Road Phoenix, AZ Brand = York Model = YCAL0025EC17XDBBXTA (Air-cooled scroll chiller) Serial Number = 2MTM002296
Emergency Services Administration Building # 3801 (Chiller # 2)	\$710.00	\$2,120.00	\$25.00	Emergency Services Administration Building # 3801 5636 East McDowell Road Phoenix, AZ Brand = York Model = YCAL0025EC17XDBBXTA (Air-cooled scroll chiller) Serial Number = 2MTM002295
<b>Eff. 01/2017</b>				
<b>Maricopa County Bldg. 3311 (Chiller #1)</b>	<b>\$710.00</b>	<b>\$2,120.00</b>	<b>\$25.00</b>	<b>Maricopa County Bldg. 3311</b>  <b>Air Cooled Chiller</b> <b>Model#YLAA0200SE46XCBS</b> <b>Serial#2MYM028436</b>
<b>Maricopa County Bldg. 3311 (Chiller #2)</b>	<b>\$710.00</b>	<b>\$2120.00</b>	<b>\$25.00</b>	<b>Maricopa County Bldg. 3311</b>  <b>Air Cooled Chiller</b> <b>Model#YLAA0200SE46XCBS</b> <b>Serial#2MYM028436</b>

<b>LABOR</b>				
<b>Title</b>	<b>Unit Price</b>	<b>Qty</b>	<b>UofM</b>	<b>Bidder Notes</b>
Labor: Regular Hours - Non PM Service	\$105.00	1	hour	Regular working hours-Journeyman Chiller Tech
Labor: Regular Hours - Non PM Service	\$58.00	1	hour	Regular working hours-Apprentice Tech
Labor: After Hours - Non PM Service	\$148.00	1	hour	Journeyman Tech-After Hours
Labor: After Hours - Non PM Service	\$76.00	1	hour	Apprentice Tech-After Hours
Labor: Weekends - Non PM Service	\$186.00	1	hour	Journeyman Tech-Weekends/ Holidays
Labor: Weekends - Non PM Service	\$96.00	1	hour	Apprentice-Weekends/ Holidays

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Labor: Holidays - Non PM Service	\$186.00	1	hour	
Labor: Holidays - Non PM Service	\$96.00	1	hour	
Labor: Services Outside the Scope of Work	\$105.00	1	hour	Journeyman Chiller Tech-Industrial- Regular Hours

**JOHNSON CONTROLS, INC., 2032 WEST 4TH STREET, TEMPE, AZ 85281**

<b>ADDITIONAL PRICING</b>				
<b>Title</b>	<b>Unit Price</b>	<b>Qty</b>	<b>UofM</b>	<b>Bidder Notes</b>
Trip Charge	\$55.00	1	per visit	As applicable
Pipe Fabrication	\$96.00	1	hour	Piping Fabrication-Welder-Regular Hours
Refrigerant Analysis	\$430.00	1	flat rate	
Oil Analysis	\$187.00	1	flat rate	
Vibration Analysis	\$700.00	1	flat rate	
Evaporative Tube Brushing	\$1,325.00	1	flat rate	
Condenser Tube Brushing Water Cooled	\$1,104.00	1	flat rate	
Condenser Tube Brushing Air Cooled (Coil Cleaning)	\$552.00	1	flat rate	
Eddy Current Testing (per Side)	\$950.00	1	flat rate	
Marley Gearbox Repair	\$105.00	1	hour	
Parts, Components, Chiller Replacements - Cost Plus	25.00%	1	each	

PRICING SHEET: NIGP CODE(S) 03113 & 12032

Terms: NET 30

Vendor Number: 2011001105-0 VC0000003812

Certificates of Insurance Required

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

## YORK CHILLER MAINTENANCE, REPAIR AND OVERHAUL

### 1.0 INTENT:

The intent of this Invitation for Bids is to award a contract for a comprehensive quarterly and annual preventive maintenance program for York Water Cooled and Air Cooled Chillers at various locations throughout the County, to provide repairs to the equipment and related equipment (pumps, motors, and cooling towers), and to rent chiller equipment if it becomes necessary. Overhaul/replacement services shall be handled as a separate project.

Other governmental entities under agreement with the County may have access to services provided hereunder (see also Sections 3.10 and 3.11, 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 Contractor shall furnish all supervision, labor, materials, equipment, tools, chemicals, transportation, and all effort necessary to perform the requirements herein. Parts shall be billed separately.

2.2 Contractor shall perform three (3) quarterly and one (1) Comprehensive Annual Service and Inspection. Frequency of schedule may be altered by Facilities Management.

#### 2.3 WORKING HOURS:

2.3.1 Services shall be made available to the County 365 days per year. FMD may require REGULAR service for repairs outside the normal PM scheduling period. Working hours are defined as follows:

2.3.1.1 Regular business hours (Monday – Friday 6:00 AM – 6:00 PM)

2.3.1.2 After hours (Monday – Friday 6:00 PM – 6:00 AM)

2.3.1.3 Weekends (Saturday and Sunday, all hours)

2.3.1.4 Holidays (County holidays, all hours)

2.3.2 The Contractor shall make themselves available for unscheduled REGULAR service between the hours of 6:00 AM - 6:00 PM, Monday through Friday. This will require a FOUR (4) hour response time on-site. All services requested outside of these times shall be considered AFTER HOURS but will require the same FOUR (4) hour response time on-site.

#### 2.4 MARK-UP FOR EQUIPMENT RENTALS:

Equipment needed for the repair and maintenance of chillers, but not normally owned by the Contractor (i.e., cranes, jackhammers, backhoes, hoists, etc.), and therefore, must be rented are allowable with a maximum five (5) percent mark-up. The invoice from the rental company used by the Contractor shall be attached to the Contractor's invoice submitted to the County.

#### 2.5 QUARTERLY / SEMI- ANNUAL PREVENTIVE MAINTENANCE:

2.5.1 Contractor shall perform quarterly preventive maintenance as scheduled by the County. A checklist of all inspections and tests performed (as listed below) shall be supplied to the County. Electronic checklists would be the preferred method for submission. It shall be the Contractor's responsibility to maintain the chiller (main body and all components attached to the body) and ancillary components (equipment such as but not limited to refrigerant monitors, evacuation systems) in a manner that causes the machine to be fully functional

in accordance to manufacturer's and industry standards. The following shall be the responsibility of the Contractor during the quarterly /semi-annual preventive maintenance inspections if applicable:

- 2.5.1.1 Lubricate and adjust equipment as required by manufacturer's recommendations.
- 2.5.1.2 Inspection of electric wiring from the line side starter to its respective motor.
- 2.5.1.3 Inspection of refrigerant piping between two or more pieces of equipment (excluding chilled water piping) and the insulation of the piping.
- 2.5.1.4 Inspect all pressure and temperature controls, thermometers, gauges, linkages, control devices and thermostats located at equipment.
- 2.5.1.5 Inspection of the starters.
- 2.5.1.6 Check all safety switches and alarms for proper operation. This shall include, but is not limited to:
  - 2.5.1.6.1 High-pressure cutoff
  - 2.5.1.6.2 Low-pressure cutoff
  - 2.5.1.6.3 Low oil pressure switch
  - 2.5.1.6.4 Oil pump timers
  - 2.5.1.6.5 Flow switches
  - 2.5.1.6.6 Pump interlocks
  - 2.5.1.6.7 System monitor timers
  - 2.5.1.6.8 System freeze stats
  - 2.5.1.6.9 Vane closing switches
- 2.5.1.7 Check operation of all operating controls:
  - 2.5.1.7.1 Temperature control stats
  - 2.5.1.7.2 Motor load limit controls
  - 2.5.1.7.3 Vane operation controls
  - 2.5.1.7.4 Variable frequency drive units (if applicable)
- 2.5.1.8 Check compressor operation:
  - 2.5.1.8.1 Performance evaluation
  - 2.5.1.8.2 Check amperage balance
  - 2.5.1.8.3 Check terminal lug torque
  - 2.5.1.8.4 Check lubricating system, oil levels, and temperatures
  - 2.5.1.8.5 Check vane operation under various loaded conditions

2.5.1.8.6 Check operation of expansion valve, superheat settings

2.5.1.8.7 Check and evaluate performance of purge compressor unit (if applicable)

2.5.1.9 Check operation of chiller unit:

2.5.1.9.1 Leak check compressor fittings and terminals

2.5.1.9.2 Leak check purge compressor (if applicable)

2.5.1.9.3 Leak check oil pump and fittings

2.5.1.9.4 Leak check relief valves and rupture disk

2.5.1.10 Check operation of main starter:

2.5.1.10.1 Examine contacts on all electrical connections

2.5.1.10.2 Verify overload and trip settings

2.5.1.10.3 Test all electrical connections

2.5.2 Perform additional condenser tube brushing as required. FMD approval is required and shall be billed at the Contractors additional brushing rates.

2.5.3 Perform additional clean/wash of any air cooled coils including chemical solution as required. FMD approval is required and shall be billed at the Contractors additional brushing rates.

2.5.4 Contractor shall complete an operations log sheet. The log sheet shall be provided by Facilities Management and shall contain records of operational temperatures, pressures and amperages of the chiller under various loaded conditions. The log sheet shall be attached to the equipment in a clear envelope and maintained for one (1) year to provide analytical data and confirm dates of service.

**2.6 ANNUAL PREVENTIVE MAINTENANCE:**

Provide one (1) comprehensive annual service to include preventative maintenance as outlined in paragraph 2.7, and inspection on the equipment. Annual service/inspections shall be performed on a schedule provided by FMD, and such services and inspections shall include, but are not limited to:

2.6.1 Oil Analysis: This will include a full spectrum analysis to be collected under EPA guidelines. The spectrochemical analysis will test for wear and corrosion elements in the oil sample. This will include, but not limited to: iron, chromium, aluminum, lead, silicon, tin, and zinc. Reported results shall be in parts per million (ppm). The Karl Fisher method shall determine the water content of the oil.

2.6.2 Brush 100% of the condenser tubes.

2.6.3 Clean / wash any air cooled coils including chemical solution as required.

2.6.4 Eddy Current Test 100% of the condenser tubes no less than one time every two (2) years. The technician performing such tests must hold a current Level 3 certification from American Standard for Nondestructive Testing (ASNT) standard SNT-TC-1A. Proof of such must accompany bid package.

- 2.6.5 Brush 100% of the evaporator tubes no less than one time every five (5) years.
  - 2.6.6 Eddy Current Test 100% of the evaporator tubes no less than one time every five (5) years.
  - 2.6.7 Contractor must brush tubes before each Eddy Current Test is performed.
  - 2.6.8 Vibration Analysis shall be conducted on a quarterly basis and a baseline trend established, charted, and compared with the manufacturer's specifications. The trend chart shall be provided to FMD Operations & Maintenance Division Chief each quarter as part of the quarterly preventive maintenance package. The technician performing such testing must hold a current Level 2 certification from American Standard for Nondestructive Testing (ASNT) standard SNT-TC-1A. Proof of such must accompany bid package.
  - 2.6.9 Megger Insulation Test on compressor motor.
  - 2.6.10 Complete leak check of chillers.
  - 2.6.11 Inspect starter panel and main contacts for pitting/burring. Torque all connections and clean starter.
  - 2.6.12 Copy of annual inspection report (Contractor's form) shall be forwarded to Facilities Management Department for formal review.
  - 2.6.13 Clean or back flush heat exchanger (VSD, SSS Applications).
  - 2.6.14 Replace oil filter and oil return filter/driers
  - 2.6.15 Replace coolant (After cleaning HXER, VSD, and SSS Applications).
  - 2.6.16 Replace or clean starter air filters if applicable.
  - 2.6.17 Contractor is required to schedule the Annual PM Service along with the current Water Treatment Contractor (14029-RFP) concerning all chiller openings for inspection and documentation. Any and all documentation of any findings must be submitted with the PM Report.
- 2.7 It is understood that the service and maintenance provided for herein DOES NOT include the following:
- 2.7.1 Responsibility for equipment room conditions or overall system performance.
  - 2.7.2 Supplying, changing or cleaning air filters.
  - 2.7.3 Piping other than refrigerant piping.
  - 2.7.4 Air distribution system, including ductwork and fan casings.
  - 2.7.5 Damage due to freezing weather.
  - 2.7.6 Water treatment and acid cleaning.
  - 2.7.7 Corrosion or erosion damage to water, brine, process or steam side of equipment.
  - 2.7.8 Disconnect switches and circuit breakers.
  - 2.7.9 Complementary equipment (for example, but not confined to, the following: cabinets, fixtures, boxes, water supply lines, drain lines and steam lines).

- 2.8 The Contractor will notify FMD of any worn parts found during the preventive maintenance service, or when performing non-routine service work to maintain the chillers in good working condition. Replacement of chiller parts shall be billed at the Contractor's stated amount on the pricing page.
- 2.9 Labor pricing to perform REGULAR or AFTER HOURS repair service is not included in the Preventative Maintenance program portion of this document. Therefore, regular/after hour's service repairs will be made on a time and materials basis upon approval by Maricopa County's representative.
- 2.10 The County will keep equipment rooms and spaces free of materials extraneous to said system and move any stock, fixtures, walls or partitions needed to facilitate the work called for herein.
- 2.11 Water treatment at the chiller sites shall be performed by a qualified water treatment firm and shall be the responsibility of the County.
- 2.12 **WARRANTY:**
- The minimum warranty period shall be twelve (12) months for parts; six (6) months for labor. Warranty repair and/or replacement shall be performed at no additional charge to the County. All warranty periods shall begin upon acceptance by the Using Agency.
- 2.13 **TRIP CHARGES:**
- Trip charges are allowed when the contractor arrives on site at the scheduled time and is unable to locate a County representative familiar with the work, sometimes referred to as a dead-end call -- or-- the technician examines the equipment and nothing is found to be wrong and therefore actual labor is not required. Should this be the case, only the trip charge is allowed, no labor charges shall be imposed on the County. Combination of trip charges and labor rates are not allowed if the service call is legitimate and actual repair work is initiated.
- 2.14 **RENTAL CHILLERS AND COOLING TOWERS:**
- 2.14.1 There may be times when it is necessary to rent a chiller due to the existing machine needing replacement and the new one may have a long order lead time, or other functional reasons. The cost for this shall be an all-inclusive line item priced on the Contractor's pricing page, with written quotations for installation/removal (time and materials), as each site does pose a degree of difficulty for access to the Contractor (i.e., use of a crane).
- 2.14.2 The chiller rate is for weekly rates only (based on a per ton charge); no daily rates. All work to be done on regular business hours. The price shall include chilled water supply and return hoses and electrical cable. The weekly rate shall be based on utilizing disconnection of the existing chiller.
- 2.14.3 Taxes for rental chillers shall be built into the weekly bid rate.
- 2.15 **MANDATORY CONTRACTOR QUALIFICATIONS:**
- 2.15.1 Contractor shall be York factory authorized to perform maintenance, repairs, and retro-fits on York commercial and industrial chillers. They must also be able to provide and maintain current technical data, diagnostic tools and have access to all change notifications pertaining to York chillers. Documentation from York, identifying the contractor as having these qualifications shall be part of the bid package.
- 2.15.2 The Contractor shall hold all required licenses and permits as governed by the State of Arizona. Contractor must have a State of Arizona Commercial Air Conditioning and Refrigeration license L-39. A copy of such must accompany bid package.

- 2.15.3 ASNT Levels 2 and 3 certified employees for performance of PM Inspection Sections 2.8 (d) (i). Proof of such must accompany bid package.
- 2.15.4 At least one (1) factory trained technician shall be assigned to each County work order.
- 2.15.5 SSTA Certification: Each technician assigned to this contract MUST have SSTA (Southwest Safety Training Alliance) certification. The purpose of this certification is to ensure all technical staff has received safety training that meets the OSHA Construction Safety standards (29CFR1926), and the OSHA General Industry standards(OSHA 29CFR1910). If the contractor/bidder is currently certified, please submit copies of certification cards of all technicians who will be assigned to this contract. If the contractor/bidder is not currently certified, the contractor/bidder has sixty (60) days after award to obtain certification for its technicians assigned to this contract, and must submit copies of certification cards to the Office of Procurement Services upon completion of certification. Failure to provide this information after award will render the contractor in default of contract. All contractor new hires assigned to this contract must meet the same requirements.

2.16 CONTRACTOR REQUIREMENTS:

- 2.16.1 The Contractors service truck fleet shall carry sufficient supply of repair parts and equipment to perform routine chiller service and repairs. The Contractor shall have a local shop and/or warehouse that stocks parts to keep their trucks supplied daily. As part of the County's due diligence, these requirements shall be verified by FMD via a formal inspection after bid submittals and prior to bid award.
- 2.16.2 Contractor shall pay for all connections, installation, use, development, etc. fees and/or charges, and obtain and pay required permits and licenses. These costs to be billed back to the County without mark-up.
- 2.16.3 Employees of the Contractor  

No one except authorized employees of the Contractor is allowed on the premises of Maricopa County Buildings. 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.
- 2.16.4 Contractor MUST comply with all Federal E.P.A. and O.S.H.A. guidelines in effect for each service occurrence.
- 2.16.5 The Contractor shall perform the work in a way to minimize disruption to the normal operation of building tenants. Upon completion of work the Contractor is responsible for cleaning and removing from the job site all debris, materials and equipment associated with the work performed.
- 2.16.6 The Contractor shall make necessary repairs to the equipment in such a manner that does not damage County property. In the event damage occurs to Maricopa County property, or any adjacent property by reason of any repairs or installations performed under this Contract, the Contractor shall replace or repair the same at no cost to the County. If damage caused by the Contractor has to be repaired or replaced by the County, the cost of such work shall be deducted from the monies due the Contractor.
- 2.16.7 In the event the work performance of the Contractor is unsatisfactory, the Contractor will be notified by FMD and be given Four (4) hours to correct the work. Labor for all re-work will be at no cost to the County. Any additional parts replaced shall be billed at contract pricing.

3.0 **PURCHASING REQUIREMENTS:**

3.1 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.

3.2 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.

3.3 USAGE REPORT:

The Contractor shall furnish the County a usage report upon request 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.

3.4 BACKGROUND CHECK:

Bidders/proposers need to be 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.

3.5 INVOICES AND PAYMENTS:

3.5.1 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:

3.5.2 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

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

3.5.4 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>).

3.5.5 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.

3.6 APPLICABLE TAXES:

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

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

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

3.7 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.

3.8 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.

3.9 POST AWARD MEETING:

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

3.10 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.

3.11 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)

County currently holds ICPA's with numerous governmental entities throughout the State of Arizona. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. Please indicate on

Attachment A, your acceptance or rejection regarding such participation of other governmental entities. Your response will not be considered as an evaluation factor in awarding a contract.

**4.0 CONTRACTUAL TERMS & CONDITIONS:**

**4.1 CONTRACT TERM:**

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

**4.2 OPTION TO RENEW:**

The County may, at its option and with the concurrence of the Contractor, renew the term of this Contract up to a maximum of 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..

**4.3 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.

**4.4 FUEL COST PRICE ADJUSTMENT:**

4.4.1 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.

4.4.2 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.

4.4.3 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 (10<sup>th</sup>) 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.

4.4.4 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).

- 4.4.5 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>).
- 4.4.6 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/>
- 4.4.7 The computation of the fuel surcharge amount shall be determined as follows:
  - 4.4.7.1 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.
  - 4.4.7.2 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.
  - 4.4.7.3 The surcharge shall be added as a separate line item to the invoice.

4.5 INDEMNIFICATION:

- 4.5.1 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.
- 4.5.2 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.
- 4.5.3 The scope of this indemnification does not extend to any claim, damage, loss, or expense resulting from the sole negligence of County.

4.6 INSURANCE:

- 4.6.1 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.

- 4.6.2 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.
- 4.6.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.
- 4.6.4 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.
- 4.6.5 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.
- 4.6.6 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.
- 4.6.7 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.
- 4.6.8 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.
- 4.6.9 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).
- 4.6.10 Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- 4.6.11 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.
- 4.6.12 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.

4.6.13 Workers' Compensation:

4.6.13.1 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.

4.6.13.2 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.

4.6.14 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.

4.6.15 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.

4.6.16 Certificates of Insurance.

4.6.16.1 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.

4.6.16.2 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.

4.6.16.3 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.

4.6.17 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.

4.7 ORDERING AUTHORITY:

4.7.1 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.

4.8 REQUIREMENTS CONTRACT:

4.8.1 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.

4.8.2 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.

4.8.3 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.

4.9 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.

4.10 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—

4.10.1 Cancel the stop-work order; or

4.10.2 Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the County clause of this contract.

4.10.3 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.

**4.11 UNCONDITIONAL TERMINATION FOR CONVENIENCE:**

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

**4.12 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:

- 4.12.1 Deliver the supplies or to perform the services within the time specified in this contract or any extension;
- 4.12.2 Make progress, so as to endanger performance of this contract; or
- 4.12.3 Perform any of the other provisions of this contract.
- 4.12.4 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.

**4.13 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.

**4.14 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.

**4.15 SUBCONTRACTING:**

- 4.15.1 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.
- 4.15.2 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.

4.16 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.

4.17 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.

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

4.18.1 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.

4.18.2 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.

4.18.3 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.

4.19 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.

4.20 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.

4.21 RELATIONSHIPS:

4.21.1 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.

4.21.2 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.

4.22 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](http://www.azgovernor.gov/dms/upload/EO_2009_09.pdf) which is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, CONTRACTOR shall not discriminate against any employee, client or any or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

4.23 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

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

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

4.23.1.2 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;

4.23.1.3 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

4.23.1.4 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.

4.23.2 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.

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

4.24.1 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.

4.24.2 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.

**4.25 CONTRACTOR LICENSE REQUIREMENT:**

4.25.1 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.

4.25.2 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.

**4.26 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:

4.26.1 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,

4.26.2 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.

**4.27 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.