

SERIAL 16065 C

MCSO DOUGH MIXER AND MOLDER

Contract – ITW Food Equipment Group LLC, DBA: Peerless Food Equipment

DATE OF LAST REVISION: March 17, 2016

CONTRACT END DATE: March 31, 2017

CONTRACT PERIOD THROUGH MARCH 31, 2017

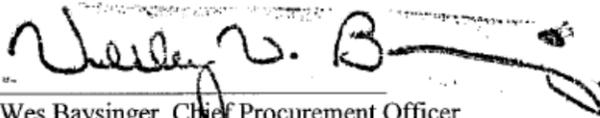
TO: All Departments

FROM: Office of Procurement Services

SUBJECT: Contract for **MCSO DOUGH MIXER AND MOLDER**

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 17, 2016**.

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

SA/mm
Attach

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

ITW FOOD EQUIPMENT GROUP LLC, DBA: PEERLESS FOOD EQUIPMENT, 500 S VANDEMARK RD. POB 769, SIDNEY, OH 45365

<u>Attachment A</u>			
COMPANY NAME:	<u>Peerless Food Equipment</u>		
DOING BUSINESS AS (DBA) NAME:			
MAILING ADDRESS:	<u>500 S VANDEMARK Rd Sidney, OH 45365</u>		
REMIT TO ADDRESS:	<u>Peerless Food Equipment 75 Remittance Dr Suite 1422</u> <u>Chicago, IL 60675-1422</u>		
TELEPHONE NUMBER:	<u>937-492-4158</u>		
FACSIMILE NUMBER:	<u>937-492-3688</u>		
WEB SITE:	<u>www.peerlessfood.com</u>		
REPRESENTATIVE NAME:	<u>Bill Everett</u>		
REPRESENTATIVE TELEPHONE NUMBER:	<u>937-726-4690</u>		
REPRESENTATIVE E-MAIL:	<u>beverett@peerlessfood.com</u>		
	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/> NET 30 DAYS			

Title	Unit	Qty	UofM	Bidder Notes
	Price			
Dough Mixer	\$162,591.00	1	each	If County elects to install equipment, will this impact the warranty?: No
Installation Cost	\$9,370.00	1	each	
Training	\$0.00	1	each	Training is included with our installation cost.
Supplemental Labor	\$140.00	1	hour	Our standard labor rate is \$140 per hour.
Parts Discount	0.00%	1	each	

PRICING SHEET: NIGP CODE 09016

Terms: NET 30

Vendor Number: 2011001250 0

Certificates of Insurance Required

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

MCSO DOUGH MIXER

1.0 INTENT:

The Maricopa County Sheriff's Office (MCSO) intends to initially purchase one (1) Dough Mixer Machine for their Food Service Division. MCSO will install the Dough Mixer.

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 ACRONYM DEFINITIONS:

BISSC	Baking Industry Sanitation Standards Committee
U.H.M.W.	Ultra High Molecular Weight Polyethylene
NEMA	National Electrical Manufacturers Association
PLC	Programmable Logic Controller
IEC	International Electrotechnical Commission
HMI	Human Machine Interface

2.2 DOUGH MIXER:

Standard Features:

- Horizontal Mixer should be Peerless KleanVue Tilt Bowl Mixer Model #HS6K-30 or equivalent
- Product: Bread & Rolls
- Agitator: Triple Roller Bar, Variable Frequency Drive (70 RPM @ 60 Hz)
- Approximate Dough Capacity 600 lbs. (270 kgs.)
- BISSC Certified

Basic Construction: (Tubular all stainless steel)

- Stainless steel heavy-duty "unibody" tubular frame design – wash-down duty
- Stainless steel bowl sheet, bowl ends, canopy and trunnion ring
- Solid stainless steel roller bar agitator, shaft, and breaker bar
- Sanitary removable shaft seals
- Lube-free bearings for bowl support
- Stainless steel safety guard on drive end
- Stainless steel bolt-on bumper bar
- Stainless steel legs designed to discharge into customer supplied trough
- Manual central lubrication system
- Vibro pads (set of 6)

Bowl Specifications: (No cooling)

- Stainless steel complete bowl assembly
- No refrigeration jacket required

Tilt Specifications:

- 5 HP (3.7 kW) hydraulic bowl tilt to 120° forward

- One hydraulic cylinder
- Manual pump down feature

Drive Specifications:

- 30 HP (22.3 kW) Integral Gear motor coupled to mixer agitator shaft (Nord)
- Wash Down, Inverter Duty Motor

Canopy Specifications: (new end to end canopy design)

- Butterfly type valve flour gate - 12" (305 mm) I.D.
- Two (2) sanitary liquid inlets - 2" (51 mm) I.D. (with nuts and caps)
- Front and rear bowl seals
- U.H.M.W. side bowl seals
- Flour dust vent with filter - 5" (127 mm) I.D.

Electrical Specifications:

- 480 volts, 3 phase, 60 cycle, 24 V DC control voltage
- NEMA 4X (water tight) operator interface terminal mounted in front column of the mixer consisting of:
 - Hard wired E-stop, mixer start, mixer stop, bowl raise, bowl lower, agitator jog and jog/tilt (for two hand operation) pushbuttons.
 - Allen Bradley Panel View Plus 700 touch screen terminal for accessing mix timer functions, refrigeration control and timers, flour gate control and other accessory control buttons as required, dough temperature and motor load display, diagnostics and maintenance screens.
- NEMA 4X (water tight) Stainless steel remote mounted controls enclosure housing:
 - AB Compact Logix PLC
 - Hydraulic tilt pump IEC style motor starter
 - DC power supply
 - Circuit breaker with flange mounted lockable disconnect
- Variable Frequency Drive (VFD) Package including:
 - Allen Bradley PowerFlex Heavy Duty Vector Drive
 - Cabinet cooling
 - Line Reactor
 - Category 3 for safe-off and protection against restart
 - Dynamic brake resistor
- UL approved control enclosures
- Mixer Control Package:
 - This control package allows for up to 6 mix timers on the machine. It is recipe driven and can hold as many recipes as you have hard drive space on the HMI. This package does not support canopy or ingredient system automation.

2.3 TECHNICAL AND DESCRIPTIVE SALES LITERATURE:

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

3.0 PURCHASING REQUIREMENTS:

3.1 DELIVERY AND INSTALLATION:

- 3.1.1 Delivery is desired as soon as possible, but **REQUIRED** no later than five (5) months after Contractor's receipt of a purchase order. Contractor to specify if unable to meet preferred delivery date and shall provide alternate date.
- 3.1.2 Supplies or equipment shall be delivered between the hours of 6:00 a.m. and 4:00 p.m., Monday through Friday, except on State recognized holidays.
- 3.1.3 MCSO may request that the Contractor supervise the installation and be present for inspection of all equipment at additional cost to MCSO. While at any MCSO facility or site, MCSO shall be responsible for the safety of Contractor's employees or representatives. If the site or facility is considered unsafe by Contractor's employees or agents, Contractor's employees or agents may immediately leave the site. At MCSO's request and at additional cost, Contractor's employees or agents may return after MCSO cures the safety issue.
- 3.1.4 Unless otherwise agreed upon by the parties in writing, delivery shall be F.O.B. Origin (Incoterms 2010) Sidney, OH. Risk of loss and title shall transfer to MCSO upon delivery based on the applicable delivery term.

3.2 EXPEDITED DELIVERY:

- 3.2.1 If the Using Agency determines that expedited delivery or other alternate shipping is required, it shall notify the Contractor. The Contractor shall determine any additional costs associated with such delivery terms and communicate that cost to the Using Agency. Such costs shall be the responsibility of MCSO.
- 3.2.2 The Using Agency shall not advise the Contractor to proceed with an expedited shipment until acceptable terms are agreed upon and a purchase order is issued. Upon agreeing to the additional costs, the Using Agency shall advise the Contractor to proceed.
- 3.2.3 Upon receipt of material(s) and invoicing, the Using Agency shall ensure that any additional charges are in compliance with and do not exceed agreed to costs. The Using Agency shall retain all documents related to these costs within the agency purchase file.

3.3 SHIPPING DOCUMENTS:

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

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

3.4 SHIPPING TERMS:

Bid price(s) and terms shall be F.O.B. Origin (Incoterms 2010) Sidney, OH:

Maricopa County Sherriff's Office (the "Using Agency")
Food Services Division
3150 W. Lower Buckeye Road, Suite A
Phoenix, Arizona 85009
Attn: Matthew Okerlund
Cell: 602-525-2854

3.5 OPERATING MANUALS:

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

3.6 INSTALLATION:

3.6.1 The Contractor's price shall include an option for supervision of installation and training if needed, all completed by Contractor at additional cost to MCSO. This additional service would be invoiced separately.

3.6.2 MCSO Maintenance shall be solely responsible for installation of the equipment. If installation is completed by MCSO, this shall have no impact on warranty in any way, as long as the instructions in the equipment manual are followed.

3.6.3 MCSO warrants that installer will be properly trained and thoroughly understands and shall abide by Contractor's safety instructions and equipment manuals.

3.7 ACCEPTANCE:

Upon delivery and successful installation/testing within 60 days of receipt, the equipment shall be deemed accepted and the warranty period shall begin. All documentation shall be completed prior to final acceptance.

3.8 TRAINING:

3.8.1 The Contractor shall provide, if desired by the Using Agency, training to County personnel in the use and care of the equipment, which Contractor shall quote separately. Unless otherwise agreed upon by the parties, all training to take place on-site at Maricopa County at additional quoted costs.

3.8.2 Training would be conducted after the Mixer is put in place and wired with power. The Contractor would inspect that the power was connected properly, start the Mixer up and train operators on maintenance, operation and sanitation of the Mixer.

3.9 WARRANTY:

3.9.1 The equipment provided by Contractor under this Contract shall conform to the agreed upon specifications, and shall be free from defects in design, materials and workmanship under normal use and subject to the terms below.

3.9.2 The warranty period for workmanship and materials shall be for a period of twelve (12) months which commences upon acceptance by the County.

3.9.2.1 The terms (including duration and remedy) of the Contractor's warranty and any applicable limitations or conditions which apply are set forth in Contractor's bid. In addition, Contractor shall indicate if an extended warranty option is available.

3.9.2.2 The Contractor agrees that he will repair or replace, at his own expense, any such defective workmanship and/or materials which becomes or is found to be defective during the term of this warranty pursuant to Contractor's warranty. The Contractor shall guarantee the equipment to be supplied complies with all applicable regulations.

3.10 MAINTENANCE:

Upon mutual agreement of the parties, the Contractor may provide for maintenance under this Contract upon acceptance of materials by the Using Agency. There may be a need to provide continued maintenance after warranty period ends. Contractor shall provide hourly rates for preventative maintenance and repair; rates for additional services outside the scope of work; and rates for parts, components and materials (cost plus) as optional pricing.

3.11 FACTORY AUTHORIZED SERVICE AVAILABILITY:

The Contractor shall have and maintain a factory authorized service group based out of Sidney, OH. The facility shall be capable of supplying and installing component parts, troubleshooting, repairing and maintaining the material(s). Technicians can typically arrive within 48 hours in the event of an emergency.

3.12 MODEL / YEAR OF MATERIALS:

The County will only accept bids offering current model / year equipment / material(s).

3.13 ORDER CUTOFF INFORMATION:

Contractors submitting bids shall advise the County of all known order cutoff dates for the equipment / product(s) specified in this solicitation at the time of bid submission. Notification of any subsequent cutoff date(s) (learned after submission of bid) shall also be the Contractor's responsibility. The Contractor shall advise the County of subsequent cutoff dates by notifying the Procurement Officer, in writing, of the new information.

3.14 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.

3.15 MCSO SECURITY/BACKGROUND CLEARANCE GUIDELINES:

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

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

3.15.3 The Contractor shall be notified if their employee is approved to perform services at the MCSO facilities. Pursuant to state law, the information derived from the background check

cannot be divulged to the contractor or any other unauthorized party. Final award of this contract may be contingent upon the Contractor's successful completion of the security clearance requirements.

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

3.16 PRISON RAPE ELIMINATION ACT (PREA):

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

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

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

3.17 INVOICES AND PAYMENTS:

3.17.1 The Contractor shall submit one (1) legible copy of each detailed invoice based on the milestones set forth in Section 3.17.7 before payment(s) can be made. Incomplete invoices will not be processed. MCSO shall remit payment to Contractor within thirty (30) days of Contractor's invoice date. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract Serial Number
- County purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Description of Purchase (product or services)
- Pricing per unit of purchase
- Freight (if applicable)
- Extended price
- Arrival and completion time (if applicable)
- Total Amount Due

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

3.17.3 Problems regarding billing or invoicing shall be directed to the Using Agency as listed on the Purchase Order.

3.17.4 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>).

3.17.5 Discounts offered in the contract shall be specified in Contractor's bid.

3.17.6 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.

3.17.7 MCSO shall remit payment to Contractor as follows:

- 25% of the purchase price as set forth in bid due upon MCSO's submission of a purchase order with Contractor.
- 25% of the purchase price as set forth in bid due upon completion of Contractor's fabrication, and prior to shipment. Contractor is under no obligation to deliver until this amount is remitted to Contractor.
- 25% of the purchase price as set forth in bid due to Contractor upon installation, but no later than 30 days after receipt.
- Remaining 25% of the purchase price as set forth in bid due to Contractor upon acceptance, but no later than 60 days after receipt.

3.18 APPLICABLE TAXES:

3.18.1 **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.

3.18.2 **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.

3.18.3 **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.

3.19 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.

3.20 TAX (COMMODITIES):

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

3.21 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.

4.0 CONTRACTUAL TERMS & CONDITIONS:

4.1 CONTRACT TERM:

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

4.2 OPTION TO RENEW:

The County may, at its option and with the written concurrence of the Contractor, renew the term of this Contract up to a maximum two (2) additional years and purchase additional equipment from Contractor, the pricing of each piece of additional equipment to be mutually agreed upon. The Contractor shall be notified in writing by the Office of Procurement Services of the County's intention to renew the contract term at least thirty (60) calendar days prior to the expiration of the original contract term..

4.3 PRICE ADJUSTMENTS:

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

4.4 INSURANCE:

4.4.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of at least 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. Contractor may self-insure any of the required coverage.

4.4.2 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.

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

4.4.4 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.

4.4.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Contractor shall be solely responsible for the deductible and/or self-insured retention.

4.4.6 The insurance policies required by this Contract, except Workers' Compensation and Errors and Omissions, shall include County, its agents, representatives, officers, directors, officials and employees as Additional Insureds on form U GL 11 75 D CW or replacement thereof.

4.4.7 Commercial General Liability:

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provisions which would serve to limit third party action over claims. There shall be no endorsement or modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

4.4.8 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 \$1,000,000 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 or use or maintenance of the Premises under this Contract.

4.4.9 Workers' Compensation:

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 \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

4.4.10 Certificates of Insurance:

4.4.10.1 Prior to Contract **AWARD**, Contractor shall furnish the County with valid and complete ACORD certificates of insurance or formal endorsements as required by the Contract, 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.

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

4.4.10.3 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County ten (10) days prior to the expiration date.

4.4.11 Cancellation and Expiration Notice:

Contractor shall provide at least 30 days' prior written notice to Maricopa County of cancellation or non-renewal of any required coverage that is not replaced. Such notice shall be sent directly to Maricopa County Office of Procurement Services and shall be mailed or hand delivered to 320 West Lincoln Street, Phoenix, AZ 85003, or emailed to Procurement Officer noted in solicitation.

4.5 ORDERING AUTHORITY:

4.5.1 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.

4.6 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

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

4.7 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:

- 4.7.1 Deliver the supplies or to perform the services within the time specified in this contract or any extension;
- 4.7.2 Make progress, so as to endanger performance of this contract; or
- 4.7.3 Materially perform any of the other provisions of this contract.
- 4.7.4 The County's right to terminate this contract under these subparagraph may be exercised if the Contractor does not cure such failure within ten (10) business days (or more if authorized in writing by the County) after receipt of the notice from the Procurement Officer specifying the failure.

4.8 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.

4.9 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 with Contractor's written consent.

4.10 ADDITIONS/DELETIONS OF SERVICE:

4.10.1 The County reserves the right to add and/or delete materials to a Contract upon written approval of Contractor. If a service requirement is deleted with Contractor's written approval, payment to the Contractor may 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 and mutually agreed upon by the parties in writing before such requirements become binding.

4.11 SUBCONTRACTING:

- 4.11.1 Aside from component manufacturing, the Contractor may not assign to another Contractor or Subcontract to another party for substantial 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.
- 4.11.2 Should Contractor subcontract the majority of its performance, 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.

4.12 AMENDMENTS:

All amendments to this Contract shall be in writing and signed by both parties. Maricopa County Office of Procurement Services shall be responsible for approving all amendments for Maricopa County.

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

4.13.1 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. Contractor may redact and/or exclude any records and documents it deems confidential in nature.

4.13.2 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.

4.14 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.

4.15 RIGHTS IN DATA:

4.15.1 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.

4.15.2 Intellectual Property: All rights to and in any and all intellectual property embodied in the equipment designed and/or manufactured by Contractor are the property of Contractor, including but not limited to patent rights, trademarks and service marks, copyright rights and trade secrets ("Intellectual Property"). MCSO acknowledges that Contractor own all rights in Contractor's names, trademarks and service marks and agrees that MCSO has no right and will not use such names or marks in any manner except as expressly permitted herein.

4.16 RELATIONSHIPS:

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, co-employee, partnership, principal and agent, or joint venture between the County and the Contractor.

4.17 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://azmemory.azlibrary.gov/cdm/singleitem/collection/execorders/id/680/rec/1> 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 other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

4.18 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION:

- 4.18.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor
 - 4.18.1.1 is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
 - 4.18.1.2 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;
 - 4.18.1.3 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
 - 4.18.1.4 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.
- 4.18.2 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.

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

- 4.19.1 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.
- 4.19.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 4.19.1 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.

4.20 CONTRACTOR LICENSE REQUIREMENT:

- 4.20.1 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.

- 4.20.2 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.

4.21 INFLUENCE:

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

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

- 4.21.1 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,
- 4.21.2 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.

4.22 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.