

SERIAL 16065 C

MCSO DOUGH MIXER AND MOLDER
Contract – Koenig Technology, Inc., DBA: Koenig Bakery Systems

DATE OF LAST REVISION: March 17, 2016

CONTRACT END DATE: March 31, 2017

CONTRACT PERIOD THROUGH MARCH 31, 2017

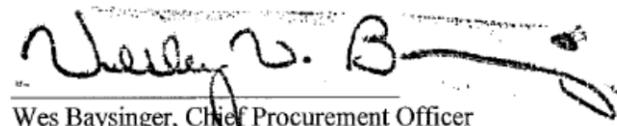
TO: All Departments

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

KOENIG TECHNOLOGY, INC., DBA: KOENIG BAKERY SYSTEMS, 340 HILL CARTER PARKWAY SUITE C-D, ASHLAND, VA 23005

Attachment A			
COMPANY NAME:	Koenig Technology, Inc.		
DOING BUSINESS AS (DBA) NAME:	Koenig Bakery Systems		
MAILING ADDRESS:	340 Hill Carter Parkway, Suite C-D Ashland, VA 23005		
REMIT TO ADDRESS:	340 Hill Carter Parkway, Suite C-D Ashland, VA 23005		
TELEPHONE NUMBER:	8047987983		
FACSIMILE NUMBER:	8047987983		
WEB SITE:	www.koenigusa.com		
REPRESENTATIVE NAME:	Richard Breeswine		
REPRESENTATIVE TELEPHONE NUMBER:	8045643997		
REPRESENTATIVE E-MAIL:	richard.breeswine@koenig-rex.com		
		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 type="checkbox"/>	<input checked="" type="checkbox"/>	
PAYMENT TERMS: RESPONDENT IS REQUIRED TO PICK ONE OF THE FOLLOWING.			
PAYMENT TERMS WILL BE CONSIDERED IN DETERMINING LOW BID. FAILURE TO			
CHOOSE PAYMENT TERMS WILL RESULT IN A DEFAULT TO NET 30 DAYS.			

Title	Unit	Qty	UofM	Bidder Notes
	Price			
Dough Molder	\$99,085.00	1	each	If County elects to install equipment, will this impact the warranty?: No See attachments for details exceptions to the contract, brochures, drawings and quotation. Installation supervision must be done by Koenig due to the interface between the Troe 240 Hopper and the new dough molder.
Installation Cost	\$1,900.00	1	each	This is a flat fee for a two day Koenig installation supervision and training supervision for the Classic Rex. This flat fee is a reduced price from standard rates as a courtesy. Main electrical connection to the machine needs to be provided customer. Troe Hopper installation needs to be provided by customer. Fork lift needs to be provided by customer. Installation supervision needs to be provided by Koenig due to the connection of the Troe Hopper and Classic Rex safety and electrical connection.

**KOENIG TECHNOLOGY, INC., DBA: KOENIG BAKERY SYSTEMS, 340 HILL CARTER PARKWAY
SUITE C-D, ASHLAND, VA 23005**

Training	\$0.00	1	each	Training is included with the \$1900 flat fee installation supervision since it is performed immediately after installation. If additional training is required then standard Koenig service rates and travel expenses will apply (see attached rate sheet)
Supplemental Labor	\$130.00	1	hour	See Koenig service rate sheet attached. Standard hourly rate is listed in the Unit Price while travel, weekend, holiday and overtime rates are not the unit price and will apply to any service visit.

PRICING SHEET: NIGP CODE 09024

Terms: NET 30

Vendor Number: 2011006969 0

Certificates of Insurance Required

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

MCSO DOUGH MOLDER

1.0 INTENT:

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

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 MOLDER:

Standard Features:

- Dough Molder should be Koenig Classic Rex T5S-SK73 or equivalent
- Power supply is 480v, 3 phase, 60hz
- Dough Molder should be 4-6 row operation and 4-6 finger discharge belt
- Machine should be capable of up to 7,500 pieces an hr. and stroke adjustable from 12-25 a minute
- Rated weight range needs to be 2.3oz - 5.6oz depending on dough
- Machine shall have a lift able dough discharge roller and end feed roller
- Control must be fully automated and maintained by hand dials
- Construction should be stainless steel where practicable
- Molder needs to adapt to the existing Troe hopper and bowl lift

2.3 TECHNICAL AND DESCRIPTIVE SALES LITERATURE:

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

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 The Contractor may be responsible to install and present for inspection all equipment in a complete and ready-for-use condition with all components functioning, cleaned and tested.

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

3.2 EXPEDITED DELIVERY:

3.2.1 If the Using Agency determines that expedited delivery or other alternate shipping is required, it shall notify the Contractor. The Contractor shall determine any additional costs associated with such delivery terms and communicate that cost to the Using Agency.

3.2.2 The Using Agency shall not advise the Contractor to proceed with an expedited shipment until acceptable terms are agreed upon and a purchase order is issued. Upon agreeing to the additional costs, the Using Agency shall advise the Contractor to proceed.

3.2.3 Upon receipt of material(s) and invoicing, the Using Agency shall ensure that any additional charges are in compliance with and do not exceed agreed to costs. The Using Agency shall retain all documents related to these costs within the agency purchase file.

3.3 SHIPPING DOCUMENTS:

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

3.3.1 Contract Serial number.

3.3.2 Contractor's name and address.

3.3.3 Using Agency name and address.

3.3.4 Using Agency purchase order number.

3.3.5 A description of product(s) shipped, including item number(s), quantity (ies), number of containers and package number(s), as applicable.

3.4 SHIPPING TERMS:

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

Maricopa County Sherriff's Office
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 comprehensive operational manuals, service manuals and schematic diagrams, if required by the Using Agency.

3.6 INSTALLATION:

3.6.1 The Dough Molder will be installed by MCSO. The contractor will provide assistance in the installation to ensure that the Dough Molder works with existing equipment.

3.6.2 The Contractor shall supervise and support the installation with an MCSO maintenance employee. MCSO shall provide a forklift for assembly of the legs onto the new molder as well as setting the existing Troe 240 hopper on top of the new Dough Molder. MCSO shall also provide an electrical plug to go onto the new Dough Molder cord that matches the socket.

3.7 ACCEPTANCE:

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

3.8 TRAINING:

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. All training to take place on-site at Maricopa County.

3.8.2 Training shall be provided immediately after the installation is completed (1 day required), and during the same service visit to the facility. Training would occur on day 2 of the service technician's visit. If additional training is required, then standard service rates and expenses will apply per Contractor's service rate sheet provided.

3.9 WARRANTY:

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

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

3.9.2.1 The Contractor shall indicate on the Price Sheet the duration of the standard warranty and any applicable limitations or conditions which may apply. In addition, Contractor shall indicate if an extended warranty option is available.

3.9.2.2 The Contractor agrees that he will, at his own expense, provide all labor and parts required to remove, repair or replace, and reinstall any such defective workmanship and/or materials which becomes or is found to be defective during the term of this warranty.

3.10 MAINTENANCE:

The Contractor shall 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 technician within Arizona or California. The technician shall be capable of supplying and installing component parts, troubleshooting, repairing and maintaining the material(s). Minimum service hours shall be from 8:00 A.M. through 5:00 P.M., Arizona Time, Monday through Friday.

3.12 MODEL / YEAR OF MATERIALS:

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

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 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 their detailed invoice before payment(s) can be made. Incomplete invoices will not be processed. 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 mcsoaccountspayable@mcso.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 calculated based on the date a properly completed invoice is received by the County (ROI).

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 due upon MCSO's submission of a purchase order with Contractor.
- 50% of the purchase price due upon completion of Contractor's fabrication (16 weeks), and prior to shipment from Graz, Austria.
- Remaining 25% of the purchase price due to Contractor upon delivery (4 weeks after shipment) and installation, but not to exceed 30 days after delivery.
- All payments must be received on time to guarantee delivery schedule.

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. 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.

3.19 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 concurrence of the Contractor, renew the term of this Contract up to a maximum two (2) additional years (or at the County's sole discretion, extend the contract on a month to month basis for a maximum of six (6) months after expiration). The Contractor shall be notified in writing by the Office of Procurement Services of the County's intention to renew the contract term at least thirty (60) calendar days prior to the expiration of the original contract term..

4.3 PRICE ADJUSTMENTS:

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

4.4 INSURANCE:

4.4.1 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.

- 4.4.2 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 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. 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.
- 4.4.6 The insurance policies required by this Contract, except Workers' Compensation and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.
- 4.4.7 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.
- 4.4.8 Commercial General Liability:
- Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$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.
- 4.4.9 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 \$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.
- 4.4.10 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 not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

Contractor, its contractors and its subcontractors waive all rights against Contract 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, its contractors and its subcontractors pursuant to this Contract.

4.4.11 Certificates of Insurance:

4.4.11.1 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, 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.

4.4.11.2 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.

4.4.11.3 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.

4.4.12 Cancellation and Expiration Notice:

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

4.5 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 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:

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

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

4.6.3 Perform any of the other provisions of this contract.

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

4.7 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.

4.8 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.

4.9 ADDITIONS/DELETIONS OF SERVICE:

4.9.1 The County reserves the right to add and/or delete materials to a Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.

4.10 SUBCONTRACTING:

4.10.1 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.

4.10.2 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.

4.11 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.

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

4.12.1 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.

4.12.2 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.

- 4.12.3 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.

4.13 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.

4.14 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.

4.15 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.

4.16 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.

4.17 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION:

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

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

4.17.1.2 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 statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- 4.17.1.3 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
- 4.17.1.4 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.
- 4.17.2 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.

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

- 4.18.1 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.
- 4.18.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 4.18.1 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.

4.19 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:

- 4.19.1 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,
- 4.19.2 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.

4.20 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.