

SERIAL 171014 S LOCAL COURIER AND LEGAL PROCESSING SERVICES

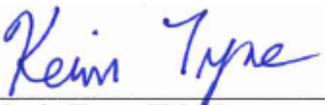
DATE OF LAST REVISION: October 06, 2016 CONTRACT END DATE: October 31, 2017

CONTRACT PERIOD THROUGH OCTOBER 31, 2017

TO: All Departments
FROM: Office of Procurement Services
SUBJECT: Contract for **LOCAL COURIER AND LEGAL PROCESSING SERVICES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **October 06, 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.



Kevin Tyne, Chief Procurement Officer
Office of Procurement Services

AS/mm
Attach

Copy to: Office of Procurement Services
Annette Kail, Air Quality
Gayla Finn, County Attorney
Karen Scott, Flood Control
Sammi Birchard, McDOT
Crystal Wester, Medical Examiner
Merri Plummer, Office of Public Defense
Christine Nobles, Risk Management

(Please remove Serial 09127-S from your contract notebooks)

MERCURY DELIVERY SERVICES

1.1.3 ROUTINE NEXT DAY PICKUP AND DELIVERY SERVICES

SL	SERVICE SCHEDULE	ZONE A	ZONE B	ZONE C	ZONE D	ZONE E	ZONE F	ZONE G	ZONE Z
1.1.3.1	7 AM to 6 PM on business days	\$3.95	\$5.95	\$8.95	\$10.95	\$10.95	\$10.95	\$1.95	\$10.95
1.1.3.2	6 PM to 7 AM on business days	\$3.95	\$5.95	\$8.95	\$10.95	\$10.95	\$10.95	\$1.95	\$10.95
1.1.3.3	7 AM to 6 PM on holidays	\$3.95	\$5.95	\$8.95	\$10.95	\$10.95	\$10.95	\$1.95	\$10.95
1.1.3.4	6 PM to 7 AM on holidays	\$3.95	\$5.95	\$8.95	\$10.95	\$10.95	\$10.95	\$1.95	\$10.95
1.1.3.5	Discount for drop-off	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%

1.1.4 RUSH PICKUP AND DELIVERY SERVICE

SL	SERVICE SCHEDULE	ZONE A	ZONE B	ZONE C	ZONE D	ZONE E	ZONE F	ZONE G	ZONE Z
1.1.4.1	2 hour delivery, during business hours	\$14.00	\$16.00	\$20.00	\$27.00	\$29.00	\$32.00	\$1.95	\$36.00
1.1.4.2	2 hour delivery, outside of business hours	\$14.00	\$16.00	\$20.00	\$27.00	\$29.00	\$32.00	\$1.95	\$36.00
1.1.4.3	Discount for drop-off	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%

SL	SERVICE SCHEDULE	ZONE A	ZONE B	ZONE C	ZONE D	ZONE E	ZONE F	ZONE G	ZONE Z
1.1.4.4	4 hour delivery, during business hours	\$12.00	\$14.00	\$18.00	\$25.00	\$27.00	\$30.00	\$1.95	\$32.00
1.1.4.5	4 hour delivery, during business hours	\$12.00	\$14.00	\$18.00	\$25.00	\$27.00	\$30.00	\$1.95	\$32.00
1.1.4.6	Discount for drop-off	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%

1.2 Legal Processing Services

1.2.1 Serving Court Documents

SL	SERVICE SCHEDULE	ZONE A	ZONE B	ZONE C	ZONE D	ZONE E	ZONE F	ZONE G	ZONE Z
1.2.1.1	Same Day	\$65.00	\$65.00	\$65.00	\$65.00	\$65.00	\$65.00	\$35.00	\$250.00
1.2.1.2	Special	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00
1.2.1.3	Routine	\$85	\$85	\$85	\$85	\$85	\$85	\$35	\$250.00

MERCURY DELIVERY SERVICES

DO THES SERVICES BELOW NEED TO BE PRICED OUT BY ZONES?

1.2.2	Locating Attempts	\$40	per attempt
1.2.3	Court Filings	\$45	per filing
1.2.4	Courier Servies	\$65.00	per hour
1.2.5	Document and Address Searches	\$55	per delivery
1.2.6	Orders to Appear	\$85	per hour
1.2.7	Subpoenas	\$95	per attempt
1.2.8	Wait Time	\$69	per hour

SCHEDULE OF ZONES

Zone A	N - Camelback Rd. S - Buckeye Rd.	E - 16th St. W - I-17 Frwy.
Zone B	N - Northern Ave. S - Baseline Rd.	E - 44th St. W - 51st Ave.
Zone C	N - Cactus Rd. S - Elliott Rd.	E - Hayden Rd. W - 75th Ave.
Zone D	N - Bell Rd. S - Chandler Blvd.	E - Country Club Rd. W - 99th Ave.
Zone E	N - Deer Valley Rd. S - Queen Creek Rd.	E - Val Vista Rd. W - Dysart Rd.
Zone F	N - Jomax Rd. S - Riggs Rd.	E - Power Rd. W - Cotton Rd.
Zone G	Services between Maricopa County Downtown offices & East valley offices located at 222E. Javelina, Mesa	
Zone Z	Locations outside of Zone F	

PRICING SHEET: NIGP CODE 96224

Terms:	NET 30
Vendor Number:	VC0000006672
Certificates of Insurance	Required
Contract Period:	To cover the period ending October 31, 2017.

HOT SHOT DELIVERY INC., 236 E. PIMA STREET SUITE 106, PHOENIX, AZ 85004

SERIAL 171014-S
 NIGP CODE: 96224
 RESPONDENT NAME: Hot Shot Delivery, Inc.
 VENDOR NUMBER : _____
 ADDRESS: 236 E. Pima Street #106, Phoenix, Arizona 85004

 P.O. ADDRESS: _____
 TELEPHONE NUMBER: (602) 277-4747
 FACSIMILE NUMBER: (602) 956-0680
 WEB SITE: www.hotshotaz.com
 REPRESENTATIVE: Jonathon Fillerup
 REPRESENTATIVE E-MAIL: jon@hotshotaz.com

YES NO REBATE

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE SERVICES UNDER THIS CONTRACT: []
 WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: [X]
 WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: [X] % _____
 (Payment shall be made within 48 hours of utilizing the Purchasing Card)
 NET 30 DAYS

1.0 PRICING:

1.1 Courier Services
 1.1.2 **ROUTINE SAME DAY PICKUP AND DELIVERY SERVICES**

SL	SERVICE SCHEDULE	ZONE A	ZONE B	ZONE C	ZONE D	ZONE E	ZONE F	ZONE G	ZONE Z
1.1.2.1	7 AM to 6 PM on business days	\$7.00	\$8.00	\$9.00	\$12.00	\$14.00	\$18.00	\$14.00	\$25.00
1.1.2.2	6 PM to 7 AM on business days	\$10.75	\$12.00	\$13.50	\$18.00	\$21.00	\$27.50	\$21.00	\$37.50
1.1.2.3	7 AM to 6 PM on holidays	\$10.75	\$12.00	\$13.50	\$18.00	\$21.00	\$27.50	\$21.00	\$37.50
1.1.2.4	6 PM to 7 AM on holidays	\$10.75	\$12.00	\$13.50	\$18.00	\$21.00	\$27.50	\$21.00	\$37.50
1.1.2.5	Discount for drop-off	15.00%	15.00%	15.00%	15.00%	15.00%	15.00%	15.00%	

1.1.3 **ROUTINE NEXT DAY PICKUP AND DELIVERY SERVICES**

SL	SERVICE SCHEDULE	ZONE A	ZONE B	ZONE C	ZONE D	ZONE E	ZONE F	ZONE G	ZONE Z
1.1.3.1	7 AM to 6 PM on business days	\$7.00	\$8.00	\$9.00	\$12.00	\$14.00	\$18.00	\$14.00	\$25.00
1.1.3.2	6 PM to 7 AM on business days	\$10.75	\$12.00	\$13.50	\$18.00	\$21.00	\$27.50	\$21.00	\$37.50
1.1.3.3	7 AM to 6 PM on holidays	\$10.75	\$12.00	\$13.50	\$18.00	\$21.00	\$27.50	\$21.00	\$37.50

HOT SHOT DELIVERY INC

1.1.3.4	6 PM to 7 AM on holidays	\$10.75	\$12.00	\$13.50	\$18.00	\$21.00	\$27.50	\$21.00	\$37.50
1.1.3.5	Discount for drop-off	15.00%	15.00%	15.00%	15.00%	15.00%	15.00%	15.00%	

1.1.4 RUSH PICKUP AND DELIVERY SERVICE

SL	SERVICE SCHEDULE	ZONE A	ZONE B	ZONE C	ZONE D	ZONE E	ZONE F	ZONE G	ZONE Z
1.1.4.1	2 hour delivery, during business hours	\$11.25	\$11.75	\$13.00	\$19.00	\$24.00	\$35.00	\$24.00	\$35.00
1.1.4.2	2 hour delivery, outside of business hours	\$16.75	\$17.00	\$19.50	\$27.00	\$36.00	\$50.00	\$36.00	\$50.00
1.1.4.3	Discount for drop-off	15.00%	15.00%	15.00%	15.00%	15.00%	15.00%	15.00%	

SL	SERVICE SCHEDULE	ZONE A	ZONE B	ZONE C	ZONE D	ZONE E	ZONE F	ZONE G	ZONE Z
1.1.4.4	4 hour delivery, during business hours	\$8.50	\$9.50	\$11.50	\$16.00	\$19.00	\$23.00	\$19.00	\$30.00
1.1.4.5	4 hour delivery, during business hours	\$12.00	\$16.00	\$17.00	\$24.00	\$27.00	\$33.00	\$27.00	\$45.00
1.1.4.6	Discount for drop-off	15.00%	15.00%	15.00%	15.00%	15.00%	15.00%	15.00%	

1.2 Legal Processing Services
 1.2.1 Serving Court Documents

SL	SERVICE SCHEDULE	ZONE A	ZONE B	ZONE C	ZONE D	ZONE E	ZONE F	ZONE G	ZONE Z
1.2.1.1	Same Day	\$50.00	\$50.00	\$55.00	\$55.00	\$60.00	\$60.00	\$60.00	\$70.00
1.2.1.2	Special	\$40.00	\$40.00	\$45.00	\$45.00	\$50.00	\$50.00	\$50.00	\$60.00
1.2.1.3	Routine	\$35.00	\$35.00	\$40.00	\$40.00	\$45.00	\$45.00	\$45.00	\$50.00

DO THES SERVICES BELOW NEED TO BE PRICED OUT BY ZONES?

- 1.2.2 Locating Attempts \$10.00 per attempt *after the first three attempts as priced above
- 1.2.3 Court Filings \$5.00 per filing *in addition to the zone price above
- 1.2.4 Courier Services \$0.00 per hour *rates as priced above
- 1.2.5 Document and Address Searches \$25.00 per delivery
- 1.2.6 Orders to Appear \$40.00 per hour
- 1.2.7 Subpoenas \$25.00 per attempt *after the first three attempts as priced above
- 1.2.8 Wait Time \$35.00 per hour

HOT SHOT DELIVERY INC.

SCHEDULE OF ZONES

Zone A	N - Camelback Rd. S - Buckeye Rd.	E - 16th St. W - I-17 Frwy.
Zone B	N - Northern Ave. S - Baseline Rd.	E - 44th St. W - 51st Ave.
Zone C	N - Cactus Rd. S - Elliott Rd.	E - Hayden Rd. W - 75th Ave.
Zone D	N - Bell Rd. S - Chandler Blvd.	E - Country Club Rd. W - 99th Ave.
Zone E	N - Deer Valley Rd. S - Queen Creek Rd.	E - Val Vista Rd. W - Dysart Rd.
Zone F	N - Jomax Rd. S - Riggs Rd.	E - Power Rd. W - Cotton Rd.
Zone G	Services between Maricopa County Downtown offices & East valley offices located at 222E. Javelina, Mesa	
Zone Z	Locations outside of Zone F	

PRICING SHEET: NIGP CODE 96224

Terms:	NET 30
Vendor Number:	VC0000000594
Certificates of Insurance	Required
Contract Period:	To cover the period ending October 31, 2017.

LOCAL COURIER AND LEGAL PROCESSING SERVICES

1.0 INTENT:

The intent of this Solicitation is to award a contract for local courier services and legal processing for various Maricopa County Departments and Agencies on an as-needed basis. The County reserves the right to award to multiple vendors.

Other governmental entities under agreement with the County may have access to services provided hereunder (see also Sections 3.8 and 3.9, 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.

2.0 SCOPE OF SERVICES:

2.1 Courier Services: The Contractor shall provide all labor, transportation, materials and equipment to arrange pick-up of material to be couriered, on request of an authorized County official, from Maricopa County Government Departments or Agencies. The items for pick-up and delivery under this Contract shall not include non-official mail or items, items to be metered and/or mailed or inter-departmental communications.

2.1.1 Deliveries will be within the limits of Maricopa County only. Various zones for the purposes of this Contract are shown on the Pricing Sheet (Attachment A). It is expected that most of the items to be couriered will be delivered within a 15 mile radius of the Maricopa County Administration Building located at 301 W. Jefferson, Phoenix. Invoices received without ZONES will NOT be processed and will be returned to the vendor for corrections to be re-invoiced.

2.1.2 The Contractor shall provide desk-to-desk courier services, thus, must arrange pickup and delivery per departmental requests.

2.1.3 In addition to pick-up service, the Contractor may offer drop-off service, where County personnel could drop-off packages.

2.1.4 The Contractor shall possess an accurate system for tracking of items from pick-up/ drop-off through delivery. The Contractor shall provide proof of delivery.

2.1.5 Documents developed by the Contractor for collection, delivery and invoices must be traceable to the County official requesting the service. There shall be a provision for tracking the name, position, department and the phone number of the requester, on each document.

2.1.6 If the Contractor is temporarily unable to provide the service, the County reserves the right to purchase the service on the open market without recourse.

2.1.7 This service shall be for pickup of various packages not exceeding 40 pounds. The hours of pick-up and delivery will be generally between 7 AM and 6 PM, Arizona time, Monday through Friday, except County-observed holidays. Some departments may require services at other times but these will be few.

2.1.7.1 Timeline of courier services and filing (pickup and delivery) shall be defined as:

2.1.7.1.1 SAME DAY - picked-up and delivered same business day per instructions

2.1.7.1.2 NEXT DAY – picked up and delivered the next business day

- 2.1.7.2 RUSH – two (2) or four (4) hour delivery during business hours and two (2) or four (4) hour delivery outside business hours per instructions (see ATTACHMENT A for breakdown pricing)
- 2.1.8 Contractor shall ensure proper levels of diligence and security in the delivery process. The requester must be advised immediately if a breach should occur.
- 2.1.9 The County will not provide any office space, facility or equipment to the Contractor for the execution of this contract.
- 2.2 Legal Processing Services: The Contractor shall deliver or “serve” legal documents to a defendant or person involved in a court case. After serving any legal documents, process servers have to deliver actual evidence that the legal papers were served. The verification that is offered is referred to as an affidavit of service or proof of service, which must be notarized and given to the individual or person who required the papers to be served. Process servers are legally required to serve papers in the correct manner laid out by the State of Arizona.
 - 2.2.1 Contractor at a minimum shall:
 - 2.2.1.1 Furnish qualified and trained personnel who are necessary for the successful and timely performance of all tasks set forth;
 - 2.2.1.2 Process all documents properly completed by the Eligible Agency with the necessary instructions for serving the documents and reference the ATLAS or case number for tracking purposes;
 - 2.2.1.3 Provide process services including but not limited to service of process, courier service, filing court documents, location and skip tracing;
 - 2.2.1.4 Ensure an affidavit of service will be provided to the eligible agency and filed with the court in a timely manner; (See section 2.3)
 - 2.2.1.5 At the option of the Eligible Agency, the completed proof of service form may be sent to the Eligible Agency via electronic mail;
 - 2.2.1.6 Ensure Service of Process is performed in accordance with laws of the State of Arizona or applicable State;
 - 2.2.1.7 Attempt service of process up to three (3) times at various days and times;
 - 2.2.1.8 Have the ability to provide services throughout the State of Arizona and nationwide as necessary; and
 - 2.2.1.9 Provide dedicated customer service representative(s) as requested by Eligible Agencies, all necessary technical resources (ie, electronic tracking systems), support services and management of these resources.
 - 2.2.2 Location Procedure:

At a minimum, if the Contractor determines that service cannot be obtained at the address provided by the Eligible Agency, the Contractor shall perform basic location or “Field Locate” including at a minimum, checking local directories, reverse directories, 411 calls, internet searches and neighbors at the address provided. All useful information pertaining to the search and discovered by service attempts in relocating the party, shall be forwarded in full description to the Eligible Agency.

2.2.3 Out of State Service and Indian Reservations:

In the event Service of Process is required outside the State of Arizona or on an Indian Reservation, the Contractor shall provide service forwarding. This service must be provided by an approved processor in the State in which service is provided. The Contractor shall be responsible for the processor's performance including required documentation. No out of state service of process will be authorized for an amount exceeding \$250.00 without written approval from the Eligible Agency.

2.2.4 Multiple Service:

The Contractor agrees to provide one applicable fee or discounts for multiple parties served at the same address. Mileage and/or travel fees shall not be charged. All requests for payment for both successful and unsuccessful service must include:

- Successful Service – Affidavit of Services and proper filing with the court
- Unsuccessful Service – Affidavit (or report) of non-service.

2.2.5 Court/Tribunal Filing Service:

The Contractor shall file documents with the courts, County Recorder or Administrative Tribunal. Proof of filing (conformed copy) shall be furnished to the Eligible Agency within twenty-four (24) hours of the filing date. In the event filing is done on a Friday or a day before a holiday, proof of filing shall be provided on the next work day. Filing service shall be rendered on a "same day" basis with conformed copies of filing delivered to the appropriate judicial or hearing official, when deemed necessary, and instructions specified by the Eligible Agency.

2.2.6 Courier Delivery Services:

The Contractor shall provide for messenger service for legal document(s) which may require delivery to every State or Federal administrative agency, private law firm and courts within the State. This service for routine matters shall be rendered within 48 hours. The service for emergency matters shall be rendered on a "same day" basis (24 hours) if specified by the Eligible Agency.

The Contractor shall provide courier service for legal document(s) which may require delivery to State or Federal agencies, private law firm and courts within the State. This service for routine matters shall be rendered within 48 hours. The service for "same day" matters shall be rendered on the same business day per instructions from the Eligible Agency.

2.2.7 Other Services:

The Contractor shall provide other services to assist the Eligible Agency which shall include, at a minimum, the following requirements:

- **Court Document Searches** – A search for documents as specified by the Eligible Agency;
- **Statistical Reports** – The Contractor shall serve process as specified by the Eligible Agency and provide statistical reports to include (at a minimum) monthly number of cases with successful and unsuccessful service of process and specific reasons for unsuccessful service attempts. Such reports shall be submitted to the designated office/manager with any relevant information as requested by the Eligible Agency. The timing and formatting of such documents shall be worked out between the Contractor and Eligible Agency as a

provision of services. The Eligible Agencies shall have the right to audit the information as required.

- **Subpoena Services** – Contractor shall provide process services as stipulated by the Court or other Eligible Agency requesting the services.
- **Additional Services** – Process services may also include, but are not limited to, material witness warrants, judicial summons, writs of garnishment, notices of deposition or debtor’s exam, complaints or other documents as required.

2.3 Contractor Performance Levels:

- Contractor must respond to an Eligible Agency’s urgent inquiries regarding the status of a specific service of process request within one (1) hour the status request. Requests made within one (1) hour of office closing shall be responded to within the first hour of work the next business day. Routine requests for status shall be answered in 24 hours.
- Eligible Agencies shall be allowed to audit and/or approve details of requested services, associated documentation and other information.
 - Timeline of courier services and filing shall be defined as:
 - SAME DAY – picked-up and delivered same business day per instructions
 - SPECIAL – picked-up outside of scheduled daily run
 - ROUTINE – Documents picked-up and delivered on regular run
 - Timeline of service of process shall be defined as:
 - SAME DAY – picked-up and service attempted same business day per instructions
 - SPECIAL – picked-up outside of scheduled daily run and service attempted per instructions
 - ROUTINE - first attempt within 72 Hours (3 business days) per instructions.
- Successful Service of Process:

This requires timely, legally sufficient delivery of a party’s pleadings or other legal documents, a tribunal’s orders, subpoenas and any other legal documents upon the person to be served, in accordance with the applicable rules of civil, family and criminal procedure, other court or administrative rules and relevant statutes. Pursuant to A.R.S. 12-1631 et. seq. Judgment Debtor Exam/Supplemental proceedings require personal service on debtor or corporate officer named. Substitute service is not allowed.

For Title IV–D matters, all Orders to Appear/Orders to Show Cause and related documents in an enforcement matter must be served personally and not by substituted service. Service on a partnership, corporation, other entity or minor shall be as prescribed in the rules of civil and family law procedure. In other Title IV–D matters, personal or substituted service is acceptable.

- Orders to Appear – All Orders to Appear/Orders to Show Cause or notice of hearing and subpoenas requiring an appearance in court shall be considered timely only if service is accomplished no later than ten (10) calendar days prior to the hearing date. Paternity summons/complaints in Title IV-D cases must be served within one hundred twenty (120) days of the filing date to be considered timely.

- Service Personnel – Individuals to provide Service requirements:
 - a) Not parties to the case in which the petitions, subpoenas, material witness warrant, judicial summons, writs of garnishment and execution, notice of deposition or debtor's exam, complaints, or other documents are being served;
 - b) At least 21 years of age;
 - c) Shall pass background checks and finger printing as required;
 - d) Available to testify at trial or hearing as to the Proof of Service of documents being served, if required.
 - e) Must be certified as required by the Contractor for Legal Processing Services and applicable laws.

2.3.1 Electronic Tracking Service:

- At a minimum, the contractor shall have the capability to track or trace all ordered services so Eligible Agencies can check status of any transaction on the website or by contacting the Contractor upon demand for information.
- A barcoded tracking system or equivalent shall be in place to provide immediate status of legal processing services. In the event of a system failure, the Eligible Agency shall be notified immediately and a remedy solution is to be provided by the Contractor.

The Contractor shall provide no charge training for State Personnel and Co-operative Members on electronic systems for entering trackable orders, inquiring on status of services and conclusion or confirmation of completed services. This information must be obtainable by internet or telephone service with staff designated to the State of Arizona business.

2.3.2 Resolution Process:

The Contractor shall provide a performance issue resolution process to resolve and rectify problems with missed deliveries, improperly delivered documents and all other service failures which may occur. This must be a well-documented in writing process agreed upon by the State Procurement Office to identify prevention of service failures, corrective action procedures and expected results. SPO shall track the level of performance complaints and if multiple Vendor Performance Reports are received, a meeting shall be scheduled to discuss and assess performance levels, corrective action and disciplinary action as needed.

2.3.3 Payment of Services:

Requests for payment for Service of Process shall include an itemized statement of cost per service. Cost per service shall include all applicable charges. Payment will be rendered for services successfully completed in a timely manner, as instructed and to the satisfaction of the ordering Agency. Payment for services not rendered to the instructions of the ordering agency shall be reduced based on the circumstances of the failed services, up to and including non-payment.

Provide service credit when Contractor errors cause a case dismissal, hearing continuances or other service disruption(s) up to and including cost recovery.

2.3.4 Confidentiality:

The Contractor agrees to keep the information related to services performed in strict confidence except as authorized or required by this agreement or the law. The Contractor agrees not to publish, reproduce, or otherwise divulge such information, in whole or in part, to any party not authorized by the Eligible Agency. Further, the Contractor agrees to immediately inform the Eligible Agency, in writing, if it is determined or has reason to suspect, a breach of these confidentiality requirements.

The Contractor shall observe and abide by all applicable State and Federal statutes, rules and regulations regarding the use or disclosure of information including, but not limited to, information concerning applicants for and recipients of contract services. To the extent permitted by law, the Contractor shall release information to the contracting agency and the Attorney General's Office as required by the terms of this contract, by law or upon their request.

2.3.5 Hardware/Software Requirements:

Contractor shall have the hardware and software required to satisfy requirements stated under this Scope of Work. Contractor agrees to properly secure and maintain any computer systems (hardware and software applications) used in the performance of this contract. This includes ensuring all security patches, upgrades, and anti-virus updates are applied as appropriate to secure data that may be used, transmitted, or stored on such systems in the performance of this contract.

2.3.6 Progress Reports:

Contractor shall submit written progress completion report(s), including but not limited to a description of work performed, accomplishments based on deliverables, problem identification and resolution. The Eligible Agencies shall have the final approval of report content, frequency of reporting, and report submission deadlines.

3.0 PURCHASING REQUIREMENTS:

3.1 ACCEPTANCE:

Upon proper, timely delivery or pick up of materials, the material(s) shall be deemed accepted. All documentation shall be completed prior to final acceptance.

3.2 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.

3.3 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.

3.4 INVOICES AND PAYMENTS:

3.4.1 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 or
- County purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity (number of days or weeks)
- Contract Item number(s)
- Description of Purchase with ZONE listed (services)
- Pricing per unit of purchase
- Extended price
- Arrival and completion time (if applicable)
- Total Amount Due

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

3.4.3 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>).

3.4.4 Discounts offered in the contract shall be calculated based on the date a properly completed invoice is received by the County (ROI).

3.4.5 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

3.5 APPLICABLE TAXES:

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

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

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

3.6 TAX: (SERVICES):

No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

3.7 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.

3.8 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.

3.9 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 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 of five (5) additional one (1) year renewals, (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 sixty (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 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 INDEMNIFICATION:

To the fullest extent permitted by law, and to the extent that claims, damages, losses or expenses are not covered and paid by insurance purchased by the Contractor, the Contractor shall defend indemnify and hold harmless the County (as Owner), its agents, representatives, agents, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses (including, but not limited to attorneys' fees, court costs, expert witness fees, and the costs and attorneys' fees for appellate proceedings) arising out of, or alleged to have resulted from the negligent acts, errors, omissions, or mistakes relating to the performance of this Contract.

Contractor's duty to defend, indemnify, and hold harmless the County, its agents, representatives, agents, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss, or expense that is attributable to bodily injury, sickness, disease, death or injury to, impairment of, or destruction of tangible property, including loss of use resulting there from, caused by negligent acts, errors, omissions, or mistakes in the performance of this Contract, but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, any one directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

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.

The scope of this indemnification does not extend to the sole negligence of County.

4.5 INSURANCE

4.5.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

4.5.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

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

4.5.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

4.5.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

4.5.6 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.

4.5.7 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.

4.5.8 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, \$4,000,000 Products/Completed Operations Aggregate, and \$4,000,000 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.

4.5.9 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.

4.5.10 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.

4.5.11 Errors and Omissions (Professional Liability) Insurance:

Errors and Omissions (Professional Liability) insurance and, if necessary, Commercial Umbrella insurance, which will insure and provide coverage for errors or omissions or professional liability of the **CONTRACTOR**, with limits of no less than \$2,000,000 for each claim.

4.5.12 Certificates of Insurance:

4.5.12.1 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.

4.5.12.2 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.

4.5.12.3 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.

4.5.13 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, emailed, hand delivered or sent by facsimile transmission to (320 West Lincoln Street, Phoenix, AZ 85003, Phone Number 602/506-3967 /Fax Number 602/258-1573).

4.6 ORDERING AUTHORITY:

4.6.1 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.

4.7 REQUIREMENTS CONTRACT:

4.7.1 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.

4.7.2 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.

4.7.3 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.

4.8 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.

4.9 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—

4.9.1 Cancel the stop-work order; or

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

4.9.3 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.

4.10 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

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

4.11 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:

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

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

4.11.3 Perform any of the other provisions of this contract.

4.11.4 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.

4.12 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.

4.13 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.

4.14 SUBCONTRACTING:

4.14.1 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.

4.14.2 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.

4.15 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.

4.16 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete services 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.

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

4.17.1 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.

4.17.2 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.

4.17.3 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.

4.18 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.

4.19 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.

4.20 RELATIONSHIPS:

4.20.1 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.

4.20.2 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.

4.21 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.

4.22 ISRAEL BOYCOTT:

Per House Bill 2617 Contractor certifies that they are not currently engaged in, and agrees for the duration of the Contract to not engage in, a boycott of Israel.

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 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 ethical 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 **CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLERBLOWER RIGHTS.**

4.27.1 The Parties agree that this Contract and employees working on this Contract will be subject to the whistleblower rights and remedies in the pilot program on contractor employee whistleblower protections established at 41 U.S.C. § 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and section 3.908 of the Federal Acquisition Regulation;

4.27.2 Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. § 4712, as described in section 3.908 of the Federal Acquisition Regulation. Documentation of such employee notification must be kept on file by Contractor and copies provided to County upon request.

4.27.3 Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold (\$150,000 as of September 2013).

4.28 **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.