**SERIAL 171029 C PROTOCOL GASES FOR AIR POLLUTION MONITORING ANALYZERS**

**DATE OF LAST REVISION: November 07, 2016 CONTRACT END DATE: August 31, 2017**

**CONTRACT PERIOD THROUGH AUGUST 31, 2017**

TO: All Departments

FROM: Office of Procurement Services

SUBJECT: Contract for **PROTOCOL GASES FOR AIR POLLUTION MONITORING ANALYZERS**

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 **September 01, 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

Kevin Tyne, Chief Procurement Officer
Office of Procurement Services

PR/**mm**
Attach

Copy to: Office of Procurement Services
Annette Kail, Air Quality

(Please remove Serial 10062-C from your contract notebooks)

**SERIAL 171029-C**

**SCOTT-MARRIN, INC. 6531 BOX SPRINGS BLVD., RIVERSIDE, CA 92507**

| | |
|---|---|
| COMPANY NAME: | **Scott-Marrin, Inc.** |
| DOING BUSINESS AS (DBA) NAME: | |
| MAILING ADDRESS: | **6531 Box Springs Blvd., Riverside, CA 92507** |
| REMIT TO ADDRESS: | **Same as above** |
| TELEPHONE NUMBER: | **951-653-6780** |
| FACSIMILE NUMBER: | **951-653-2430** |
| WEB SITE: | **www.scottmarrin.com** |
| REPRESENTATIVE NAME: | **Lori Thomas** |
| REPRESENTATIVE TELEPHONE NUMBER: | **951-653-6780** |
| REPRESENTATIVE E-MAIL: | **lori@scottmarrin.com** |

| | YES | NO | REBATE |
|---|---|---|---|
| WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: | ☑ | ☐ | |
| WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: | ☑ | ☐ | |

FUEL COMPRISES (if section for fuel price adjustment is located in the solicitation document) % OF TOTAL BID AMOUNT

☑ NET 30 DAYS

**Fill/Refill Customer Cylinders, Re-certify Gases and Cylinder Requalification**

| Description | Cylinder Size - 150A | Cylinder Size - 80A | Cylinder Size - 50A | Cylinder Size - 30A | Offer Notes |
|---|---|---|---|---|---|
| 5000 ppm Carbon Monoxide, ±1% EPA Protocol with 50 ppm Nitric Oxide, ± 1% EPA Nox Certified and 50 ppm Sulfur Dioxide, ± 1% EPA Balance 02 Free Nitrogen | $730.00 | $725.00 | $720.00 | $715.00 | Cylinder valve inspected and replaced if necessary. Cost of valve $143.00 and $13.00 installation fee. |
| 40.0 ppm Carbon Monoxide, ±1% EPA Protocol with 350 ppm Carbon Dioxide, unanalyzed Balance Ultra Pure Air | $340.00 | $335.00 | $330.00 | $325.00 | New blends will have CO2 concentration of 390 ppmv (ambient). Cylinder valve inspected and replaced if necessary. Cost of valve $39.00 and $13.00 installation fee. |
| 18.0 ppm Carbon Monoxide, ±1% EPA Protocol with 350 ppm Carbon Dioxide, unanalyzed Balance Ultra Pure Air | $340.00 | $335.00 | $330.00 | $325.00 | New blends will have CO2 concentration of 390 ppmv (ambient). Cylinder valve inspected and replaced if necessary. Cost of valve $39.00 and $13.00 installation fee. |
| 9.0 ppm Carbon Monoxide, ±1% EPA Protocol with 350 ppm Carbon Dioxide, unanalyzed Balance Ultra Pure Air | $340.00 | $335.00 | $330.00 | $325.00 | New blends will have CO2 concentration of 390 ppmv (ambient). Cylinder valve inspected and replaced if necessary. Cost of valve $39.00 and $13.00 installation fee. |

**SCOTT-MARRIN, INC.**

| Description | Cylinder Size - 150A | Cylinder Size - 80A | Cylinder Size - 50A | Cylinder Size - 30A | Offer Notes |
|---|---|---|---|---|---|
| 5.0 ppm Carbon Monoxide, ±1% EPA Protocol with 350 ppmCarbon Dioxide, unanalyzed Blance Ultra Pure Air | $340.00 | $335.00 | $330.00 | $325.00 | New blends will have CO2 concentration of 390 ppmv (ambient). Cylinder valve inspected and replaced if necessary. Cost of valve $39.00 and $13.00 installation fee. |
| Ultra Pure Aire with 380 ppm Carbon Dioxide, unanalyzed CO <0.01ppm Nox <0.001ppm SO2 <0.001ppm | $142.00 | $130.00 | $110.00 | $99.00 | New blends will have CO2 concentration of 390 ppmv (ambient). Cylinder valve inspected and replaced if necessary. Cost of valve $39.00 and $13.00 installation fee. |
| 0.400 ppm Nitric Oxide, ± 2% EPA Balance Oxygen-Free Nitrogen | $360.00 | $355.00 | $350.00 | $345.00 | Analysis tolerance ±5% NIST, best available, EPA not available. Cylinder valve inspected and replaced if necessary. Cost of valve $143.00 and $13.00 installation fee. |
| 0.400 ppm Sulfur Dioxide, ± 5% EPA with 350 ppm Carbon Oxide, unanalyzed Balance Ultra Pure Air Added on Jul 20, 2010: 0.400 ppm Sulfur Dioxide, ± 5% EPA with 350 ppm Carbon Dioxide, unanalyzed Balance Ultra Pure Air | $385.00 | | $375.00 | | Analysis tolerance ±5% NIST, best available, EPA not available. Only available in cylinder sizes 150A and 50A. New blends will have CO2 concentration of 390 ppmv (ambient). Cylinder valve inspected and replaced if necessary. Cost of valve $143.00 and $13.00 installation fee. |
| GC/MS - Gas Chromatograph/Mass Spectrometer Ultrapure Helium - Carrier Grade 99.9995% | $250.00 | | | | Cylinder size 150A per request. Cylinder valve inspected and replaced if necessary. Cost of valve $39.00 and $13.00 installation fee. |
| GC/MS - Gas Chromatograph/Mass Spectrometer Ultrazero Hydrogen - THC (as CH4)<0.1 ppm CO <0.1 ppm | $88.00 | | | | Cylinder size 150A per request. Cylinder valve inspected and replaced if necessary. Cost of valve $39.00 and $13.00 installation fee. |
| GC/MS - Gas Chromatograph/Mass Spectrometer Ultrapure Air - THC (as CH4) <0.01 CO <0.01 NOX <0.001 ppm SO2 <0.001 ppm | $127.00 | | | | Cylinder size 150A per request.Additional $15.00 fee applies if 390 ppmv CO2/unanalyzed required. Cylinder valve inspected and replaced if necessary. Cost of valve $39.00 and $13.00 installation fee. |

**SCOTT-MARRIN, INC.**

| Description | Cylinder Size - 150A | Cylinder Size - 80A | Cylinder Size - 50A | Cylinder Size - 30A | Offer Notes |
|---|---|---|---|---|---|
| Ultrapure Nitrogen - THC (as CH4) <0.01 ppm CO <0.01 ppm NOX <0.001 ppm SO2 <0.001 ppm | $127.00 | | $95.00 | | Cylinder size 150A and 50A per request. Cylinder valve inspected and replaced if necessary. Cost of valve $39.00 and $13.00 installation fee. |
| Carbon Dioxide in Nitrogen - 20% Carbon Dioxide +/- 1% Primary NIST Balance Nitrogen | $220.00 | | $210.00 | | Cylinder size 150A and 50A per request. Cylinder valve inspected and replaced if necessary. Cost of valve $39.00 and $13.00 installation fee. |
| Propane, Methane in Nitrogen 500 ppmv Methane +/- 1% Primary NIST 500 ppmv Propane +/- 1% Primary NIST Balance Nitrogen | $280.00 | | $270.00 | | Cylinder size 150A and 50A per request. Cylinder valve inspected and replaced if necessary. Cost of valve $39.00 and $13.00 installation fee. |
| Carbon Monoxide, Sulfur Dioxide mix in Nitrogen - 4040 ppmv CO +/-1% Primary NIST 500 ppmv SO2 +/- 1% Primary NIST Balance Nitrogen | $340.00 | | $330.00 | | Cylinder size 150A and 50A per request. Cylinder valve inspected and replaced if necessary. Cost of valve $143.00 and $13.00 installation fee. |
| Carbon Monoxide, Nitric Oxide and Sulfur Dioxide mix in Nitrogen 5090 ppmv CO +/- 1% Primary NIST 500 ppmv NO +/- 1% Primary NIST 500 ppmv SO2 +/- 1% Primary NIST Balance in 02 - Free Nitrogen | $471.00 | | $461.00 | | Cylinder size 150A and 50A per request. Cylinder valve inspected and replaced if necessary. Cost of valve $143.00 and $13.00 installation fee. |
| Re-certify gas cylinder concentration values as required | $135.00 | $135.00 | $135.00 | $135.00 | Additional $26.00 fee applies to mixtures containing Nitric Oxide when NO2/NOx certification required. |
| Hydrostatic testing of cylinders | $20.00 | $20.00 | $20.00 | $20.00 | Cylinder Requalification Ultrasonic Examination includes Eddy Current Examination if Required. |

**SCOTT-MARRIN, INC.**

**Purchase of Aluminum Cylinders (Including Valve)**

| Description | Cylinder Size - 150A (CC,CA) | Cylinder Size - 80A (LL) | Cylinder Size - 50A (JJ JA) | Cylinder Size - 30A (FF) |
|---|---|---|---|---|
| Including Stainless Steel Valve CGA-660S | $506.00 | $422.00 | $373.00 | $320.00 |
| Including Brass Valve CGA-590B | $403.00 | $319.00 | $270.00 | $216.00 |
| Including Brass Valve CGA-580B | $403.00 | $319.00 | $270.00 | $216.00 |
| Including Brass Valve CGA-350B | $403.00 | $319.00 | $270.00 | $216.00 |

**Purchase of Regualtor Valves**

| Description | Unit Price | Offer Notes |
|---|---|---|
| CGA-590B Brass with 1/4" Outlet Tube Fittings | $495.00 | Pricing stated is for Dual Stage Brass Regulator. Price for Single Stage Brass Regulator $365.00 |
| CGA-580B Brass with 1/4" Outlet Tube Fittings | $495.00 | Pricing stated is for Dual Stage Brass Regulator. Price for Single Stage Brass Regulator $365.00 |
| CGA-350B Brass with 1/4" Outlet Tube Fittings | $495.00 | Pricing stated is for Dual Stage Brass Regulator. Price for Single Stage Brass Regulator $365.00 |
| CGA-660S Stainless Steel Valve with 1/4" Outlet Tube Fittings, Product Number 05-2SS75-660-D4T | $820.00 | Pricing stated is for Dual Stage Stainless Steel Regulator. Price for Single Stage Stainless Steel Regulator $640.00 |

| | |
|---|---|
| NIGP CODE: | 43036 |
| Terms: | NET 30 |
| Vendor Number: | VC0000009476 |
| Certificates of Insurance | Required |
| Contract Period: | To cover the period ending **August 31, 2017.** |

# PROTOCOL GASES FOR AIR POLLUTION MONITORING ANALYZERS

## 1.0 INTENT:

The intent of this Solicitation is to enter into a contract for the procurement of various EPA Protocol gases in various size cylinders and concentrations, used in the calibration of air pollution monitoring analyzers throughout Maricopa County.

Various size aluminum gas cylinders, stainless steel and brass regulator valves, gas bottles for stack monitors, gas bottles for GC/MS refilling and recertification of concentrations will also be procured under this contract.

Other governmental entities under agreement with the County may have access to services provided hereunder (see also Sections 3.12 and 3.13, below).

The County reserves the right to add additional contractors, at the County's sole discretion, in cases where the currently listed contractors are of an insufficient number or skill-set to satisfy the County's needs or to ensure adequate competition on any project or task order work.

## 2.0 SPECIFICATIONS:

2.1 CONTRACTOR REQUIREMENTS:

The Contractor shall provide the products and services identified below in sections 2.2 through 2.5 of this contract. Please see further information by line item in BidSync.

2.2 FILL/REFILL CUSTOMER CYLINDERS, RE-CERTIFY GASES AND CYLINDER REQUALIFICATION (SHALL BE PROVIDED WITH CYLINDER SIZES OF 150A, 80A, 50A, AND 30A):

2.2.1 5000 ppm Carbon Monoxide, ±1% EPA Protocol with 50 ppm Nitric Oxide, ± 1% EPA Nox Certified and 50 ppm Sulfur Dioxide, ± 1% EPA Balance 02 Free Nitrogen

2.2.2 40.0 ppm Carbon Monoxide, ±1% EPA Protocol with 350 ppm Carbon Dioxide, unanalyzed Balance Ultra-Pure Air

2.2.3 18.0 ppm Carbon Monoxide, ±1% EPA Protocol with 350 ppm Carbon Dioxide, unanalyzed Balance Ultra-Pure Air

2.2.4 9.0 ppm Carbon Monoxide, ±1% EPA Protocol with 350 ppm Carbon Dioxide, unanalyzed Balance Ultra-Pure Air

2.2.5 5.0 ppm Carbon Monoxide, ±1% EPA Protocol with 350 ppmCarbon Dioxide, unanalyzed Blance Ultra-Pure Air

2.2.6 Ultra-Pure Aire with 380 ppm Carbon Dioxide, unanalyzed. CO <0.01ppm Nox <0.001ppm SO2 <0.001ppm

2.2.7 0.400 ppm Nitric Oxide, ± 2% EPA Balance Oxygen-Free Nitrogen

2.2.8 0.400 ppm Sulfur Dioxide, ± 5% EPA with 350 ppm Carbon Oxide, unanalyzed Balance Ultra-Pure Air; Sulfur Dioxide, ± 5% EPA with 350 ppm Carbon Dioxide, unanalyzed Balance Ultra-Pure Air

2.2.9 for GC/MS (150A only): GC/MS - Gas Chromatograph/Mass Spectrometer Ultrapure Helium - Carrier Grade 99.9995%

2.2.10 for GC/MS (150A only): GC/MS - Gas Chromatograph/Mass Spectrometer Ultrazero Hydrogen - THC (as CH4)<0.1 ppm CO <0.1 ppm

2.2.11 for GC/MS (150A only): GC/MS - Gas Chromatograph/Mass Spectrometer Ultrapure Air - THC (as CH4) <0.01 CO <0.01 NOX <0.001 ppm SO2 <0.001 ppm

2.2.12 for Stack Monitors (150A and 50A only): Ultrapure Nitrogen - THC (as CH4) <0.01 ppm CO <0.01 ppm NOX <0.001 ppm SO2 <0.001 ppm

2.2.13 for Stack Monitors (150A and 50A only): Carbon Dioxide in Nitrogen - 20% Carbon Dioxide +/- 1% Primary NIST Balance Nitrogen

2.2.14 for Stack Monitors (150A and 50A only): Propane, Methane in Nitrogen 500 ppmv Methane +/- 1% Primary NIST 500 ppmv Propane +/- 1% Primary NIST Balance Nitrogen

2.2.15 for Stack Monitors (150A and 50A only): Carbon Monoxide, Sulfur Dioxide mix in Nitrogen - 4040 ppmv CO +/-1% Primary NIST 500 ppmv SO2 +/- 1% Primary NIST Balance Nitrogen

2.2.16 for Stack Monitors (150A and 50A only): Carbon Monoxide, Nitric Oxide and Sulfur Dioxide mix in Nitrogen 5090 ppmv CO +/- 1% Primary NIST 500 ppmv NO +/- 1% Primary NIST 500 ppmv SO2 +/- 1% Primary NIST Balance in 02 - Free Nitrogen

2.2.17 Re-Certification of Gas Cylinder Concentration: Re-certify gas cylinder concentration values as required

2.2.18 Cylinder Requalification: Hydrostatic testing of cylinders

2.3 PURCHASE OF ALUMINUM CYLINDERS (INCLUDING VALVE AND CYLINDER SIZES OF 150A-CC &CA, 80-LL, 50A-JJ & ja, 30A-FF):

2.3.1 Including Stainless Steel Valve CGA-660S

2.3.2 Including Brass Valve CGA-590B

2.3.3 Including Brass Valve CGA-580B

2.3.4 Including Brass Valve CGA-350B

2.4 PURCHASE OF REGULATOR VALVES:

2.4.1 CGA-590B Brass with 1/4" Outlet Tube Fittings

2.4.2 CGA-580B Brass with 1/4" Outlet Tube Fittings

2.4.3 CGA-350B Brass with 1/4" Outlet Tube Fittings

2.4.4 CGA-660S Stainless Steel Valve with 1/4" Outlet Tube Fittings. Product Number 05-2SS75-660-D4T

2.5 CYLINDER DIMENSIONS:

2.5.1 Size 150A: 54" ht x 9" dia. Internal volume is 29.5 liters or 1800 cubic inches water volume. This cylinder contains 142 std cubic ft of gas at 2000 psig. Gross Weight (Full): 65 lbs.

2.5.2 Size 80A: 40" ht x 7.25" dia. Internal volume is 15.7 liters or 960 cubic inches water volume. This cylinder contains 76 std cubic ft of gas at 2000 psig. Gross Weight (Full): 43 lbs. (This size cylinder is sold only. Rental terms are not available).

2.5.3 Size 50A: 30" ht x 7.5" dia. Internal volume is 10.8 liters or 660 cubic inches water volume. This cylinder contains 52 std cubic ft of gas at 2000 psig. Gross Weight (Full): 32 lbs.

2.5.4 Size 30A: 22" ht x 7.0" dia. Internal volume is 5.9 liters or 360 cubic inches water volume. This cylinder contains 28 std cubic ft of gas at 2000 psig. Gross Weight (Full): 22 lbs.

## 3.0 PURCHASING REQUIREMENTS:

3.1 USAGE REPORT:

Upon request, the Contractor shall furnish the County a **quarterly** usage report 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.

3.2 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~~ **F.O.B. Freight Prepaid & Added** at Phoenix, Arizona 85003

3.5 TESTING:

Unless otherwise specified, materials purchased will be inspected by the Using Agency to ensure the materials meet the quality and quantity requirements of the Specifications. When deemed necessary by the County, samples of the materials may be taken at random from stock received for submission to a commercial laboratory or other appropriate agency for analysis and tests as to whether the materials conform in all respects to the Specifications. In cases where commercial

laboratory reports determine that the materials do not meet the Specifications, the expense of such analysis shall be borne by the Contractor.

3.6 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.

3.7 WARRANTY:

3.7.1 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.

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

3.7.2.1 The Contractor shall indicate on the Price Sheet the duration of the warranty and any applicable limitations or conditions which may apply.

3.7.2.2 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. The Contractor shall guarantee the equipment to be supplied complies with all applicable regulations.

3.8 BRAND NAME:

The County reserves the right to request samples to determine quality and acceptability of materials bid by Contractor. In some cases, brand names have been listed in order to define the desired quality and are not intended to be restrictive or to limit competition. Materials substantially equivalent to those designated shall qualify for consideration.

3.9 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.

3.10 INVOICES AND PAYMENTS:

3.10.1 The Contractor shall submit two (2) 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 (product or services)
- Pricing per unit of purchase
- Freight (if applicable)
- Extended price

- Mileage w/rate (if applicable)
- Arrival and completion time (if applicable)
- Total Amount Due

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

3.10.3 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).

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

3.10.5 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.

3.11 TAXES:

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

3.12 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 so state** 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.

3.13 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 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 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 annual anniversary. 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:

4.4.1 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.

4.4.2 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.

4.4.3 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

4.4.4 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 $1,000,000 for each occurrence, $1,000,000 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.

4.5.9 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:

4.5.10.1 Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than $1,000,000 for each accident, $1,000,000 disease for each employee, and $1,000,000 disease policy limit.

4.5.10.2 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 Certificates of Insurance:

4.5.11.1 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.

4.5.11.2 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.

4.5.11.3 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.

4.5.12 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.

4.6 ORDERING AUTHORITY:

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 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

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

4.9 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:

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

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

4.9.3 Perform any of the other provisions of this contract.

4.9.4 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.

4.10 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.

4.11 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.

4.12 ADDITIONS/DELETIONS OF SERVICE:

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

4.13 SUBCONTRACTING:

4.13.1 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.

4.13.2 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.

4.14 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.

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

4.15.1 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.

4.15.2 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.

4.15.3 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.

4.16 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.

4.17 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.

4.18 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.

4.19 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.

4.20 ISRAEL BOYCOTT:

By submitting this proposal the Contractor certifies that they are in compliance with Article 9, Arizona Revised Statutes Section 35-393 et seq.

4.21 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

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

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

4.21.1.2 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;

4.21.1.3 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

4.21.1.4 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.

4.21.2 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.

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

4.22.1 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.

4.22.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 4.22.1 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.

4.23 CONTRACTOR LICENSE REQUIREMENT:

4.23.1 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.

4.23.2 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.

4.24 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:

4.24.1 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,

4.24.2 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.

4.25 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.