

**SERIAL 13104-S      LAUNDRY EQUIPMENT MAINTENANCE, REPAIR AND PARTS**

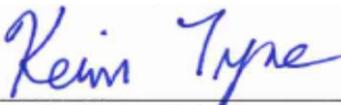
**DATE OF LAST REVISION: October 20, 2016      CONTRACT END DATE: December 31, 2016**

**CONTRACT PERIOD THROUGH DECEMBER 31, 2016**

TO:                    All Departments  
FROM:                Office of Procurement Services  
SUBJECT:            Contract for **LAUNDRY EQUIPMENT MAINTENANCE, REPAIR AND PARTS**

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 **August 22, 2013**.

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



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Kevin Tyne, Chief Procurement Officer  
Office of Procurement Services

JG/mm  
Attach

Copy to:            Office of Procurement Services  
                         **Suzanne Baier**, MCSO  
                         Amie Bristol, MCSO

**LAUNDRY & CLEANERS SUPPLY INC., 402 SOUTH 50<sup>TH</sup> STREET, PHOENIX, AZ 85034**

COMPANY NAME:	LAUNDRY & CLEANERS SUPPLY INC.		
MAILING ADDRESS:	402 S. 50 <sup>TH</sup> ST., PHOENIX, AZ 85034		
REMIT TO ADDRESS:	402 S. 50 <sup>TH</sup> ST., PHOENIX, AZ 85034		
TELEPHONE NUMBER:	602-244-0800		
FACSIMILE NUMBER:	602-244-0021		
WEB SITE:	N/A		
REPRESENTATIVE NAME:	TIM ECKENRODE		
REPRESENTATIVE TELEPHONE NUMBER:	602-525-2711		
REPRESENTATIVE E-MAIL:	Teckenrode@LaundryandCleaners.com		
	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:		<input checked="" type="checkbox"/>	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:		<input checked="" type="checkbox"/>	
FUEL COMPRISES (if section for fuel price adjustment is located in the solicitation document)	0.00% OF TOTAL BID AMOUNT		
<input checked="" type="checkbox"/> NET 30 DAYS			

Title	Unit Price	Qty	UofM
Hourly Rate Per Technician for Standard Business Hours	\$66.00	1	hour
Hourly Rate Per Technician for Emergency Repairs	\$166.00	1	hour
Speed Queen Part Discount Percentage	20.00%	1	each
Vend Rite Part Discount Percentage	10.00%	1	each
Jensen Part Discount Percentage	20.00%	1	each
Cissell Part <del>Discount Percentage</del> <b>Cost Plus</b>	<del>20.00</del> <b>15.00%</b>	1	each
Milnor Part Discount Percentage	20.00%	1	each
Unimac Part Discount Percentage	20.00%	1	each
Whirlpool Part Discount Percentage	0.00%	1	each
Maytag Parts Discount	0.00%	1	each
<b>Non-listed Product Discount</b>	<b>Cost plus 15%</b>		
<b>Subcontract Labor</b>	<b>Net invoice plus \$1.00</b>		

PRICING SHEET: NIGP 93442

Terms: NET 30  
 Vendor Number: 2011003727-0 VC0000007305  
 Certificates of Insurance: Required  
 Contract Period: To cover the period ending ~~September 30~~ **December 31, 2016.**

**LAUNDRY EQUIPMENT MAINTENANCE, REPAIR AND PARTS**

**1.0 INTENT:**

The intent of this solicitation is to enter into a Contract that will provide on-site laundry equipment maintenance and repairs. The Contract shall also provide pricing for additional replacement parts and equipment.

Other governmental entities under agreement with the County may have access to services provided hereunder (see also Sections 2.27 and 2.28, 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 TECHNICAL REQUIREMENTS:**

**2.1.1 — MCSO Inmate Canteen:**

**2.1.1.1 — Coin operated laundry equipment:**

EQUIPMENT	TYPE	MODEL NO.	SERIAL NO.
WASHER #1	SPEED QUEEN	EA2110L	9307033165
WASHER #2	SPEED QUEEN	EA2110L	9303049016
WASHER #3	SPEED QUEEN	EA2110L	9511024103
WASHER #4	SPEED QUEEN	EA2110L	9511062022
WASHER #5	SPEED QUEEN	EA2110L	9303049013
DRYER #1	SPEED QUEEN	EA2107	R9311030686
DRYER #2	SPEED QUEEN	EA2107	R9311030725
DRYER #3	SPEED QUEEN	EA2107	R9311030707
DRYER #4	SPEED QUEEN	EE2107	9510015483
DRYER #5	SPEED QUEEN	EE2107	9510015485
DRYER #6	SPEED QUEEN	EE2107L	S933110030707
SOAP DISPENSER #1	VEND RITE 5 COLUMN	M250	UNKNOWN
SOAP DISPENSER #2	VEND RITE 5 COLUMN	M250	UNKNOWN

**2.1.2 MCSO Central Services Laundry:**

**2.1.2.1 Laundry equipment:**

EQUIPMENT	TYPE	MODEL NO.	SERIAL NO.
WASHER #1	JENSEN	437	C437600041201
WASHER #2	JENSEN	437	C437600051201
WASHER #3	JENSEN	437	C437600031201
WASHER #4	JENSEN	437	C437600061201
WASHER #5	JENSEN - IPSO	IPH140HP4112	002772
		1SRJUSA	
WASHER #6	JENSEN – IPSO	IPH140HP4112	002769
		1SRJUSA	
DRYER #1	JENSEN-SENKING	DT-190	1075872 1001-03
DRYER #2	JENSEN-SENKING	DT-190	1075872 1001-01
DRYER #3	JENSEN-SENKING	DT-190	1075872 1001-02
DRYER #4	JENSEN-SENKING	DT-190	1075872 1001-04
DRYER #5	CISSELL	HD175G	2612050601
DRYER #6	CISSELL	HD175G	2610010241
JET FOLDER #1	JENSEN	JET	300835
JET FOLDER #2	JENSEN	JET	300838

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JET FOLDER #3	JENSEN	JET	300837
JET FOLDER #4	JENSEN	JET	300836
LOGIC 2000 FEEDER	JENSEN	LOGIC 2000 FEEDER	102041
JENROLL EXPG 1200	JENSEN	EXP 1200	1N0242
JENFOLD FOLDER	JENSEN	CLASSIC	5A0241
CART DUMP	NORMAN CONTROL CO	4511A	9054
FUTURAIL	JENSEN	FUTURAIL	F6151
AIR COMPRESSOR	CHAMPION	HRA25D- 25R70A17636	R70A17523
AIR DRYER	ULTRA AIR	UDR-150-D	U-42458
SORTING BINS	JENSEN	SORTING STATIONS	PE19 7BA
SEWING MACHINE	CHANDLER MACHINE	C-555-0(T)	
SEWING MACHINE	CHANDLER MACHINE	C-555-0(T)	
TYING MACHINE	FELINS	2000-12	21759
TYING MACHINE	FELINS	2000-12	21760
HEAT RECOVERY SYSTEM	THERMAL ENG OF AZ	TR-3	EAB-02-2485
REUSE WATER SYSTEM	THERMAL ENG OF AZ	UAC2ZXAAB	UAC-02-2485
TRIPLE PUMPING SYSTEM	THERMAL ENG OF AZ	PCB100ABA	PCB-02-2485
CONVEYOR SYSTEM	CONVEYOR LINES LTD		
SILK SCREENING MACHINE	PRINTA SYSTEMS	770 SERIES	PS03307
SILK SCREEN DRYER	WORKHORSE PROD. S	PC2608	B-72947
TYER	FELINS	F-16	16658BH
TYER	FELINS	F-16	19274
Tyer	Bunn	2091	N/A
Tyer	Bunn	2091	N/A

## 2.1.3 Durango Detention Laundry:

## 2.1.3.1 Laundry equipment:

<b>EQUIPMENT</b>	<b>TYPE</b>	<b>MODEL NO.</b>	<b>SERIAL NO.</b>
WASHER	CONTINENTAL	EM055L110211	14001172N07
WASHER	B & C TECHNOLOGIES	HE-60	A14690412303
DRYER	AMERICAN DRYER CORP	ADG-758V	578587
DRYER	AMERICAN DRYER CORP	ADG-758V	578588

## 2.1.4 Southeast Juvenile Laundry:

## 2.1.4.1 Laundry equipment:

<b>EQUIPMENT</b>	<b>TYPE</b>	<b>MODEL NO.</b>	<b>SERIAL NO.</b>
WASHER	PELLERIN MILNOR CORPERATION	30022T5X	10176744
WASHER	PELLERIN MILNOR CORPERATION	30022T5X	10176743
DRYER	AMERICAN DRYER CORP	ADG-758V	583178
DRYER	AMERICAN DRYER CORP	ADG-758V	583177

**2.2 CONTRACTOR'S RESPONSIBILITY:**

- 2.2.1 The contractor shall furnish all necessary labor, special tools, instruments, supplies and accessories to perform the required services at the designated locations. All safety guards or devices shall be reinstalled prior to leaving the equipment area.
- 2.2.2 The Maricopa County Laundry Service Department Coordinator or his/her authorized representative shall decide all questions which may arise as to the quality and acceptability of any work performed under the contract.
- 2.2.3 The authorized representative of the Contractor shall provide evidence of technical training on the type of laundry equipment specified herein, and shall have at least five (5) years' experience with commercial laundry repair.

**2.3 STOCK OR REPLACEMENT EQUIPMENT AND MATERIALS:**

The Contractor shall maintain an adequate stock of commonly used replacement parts and materials to assure the level of response specified. All parts shall be original equipment manufacturer, or equal.  
\*County can purchase parts from Contractor to do minor repairs ourselves.

- 2.3.1 Contractor shall have locally available, non-subcontracted or third party contractors are not permitted, competently trained personnel and shall provide unlimited emergency call service with a response time on site of FOUR (4) hours or less, 7 days a week, 24 hours a day, 365 days per year.
- 2.3.2 The Contractor shall provide copies of satisfactory completion of factory training of personnel working on commercial laundry equipment in Maricopa County, with the returned, completed bid.
- 2.3.3 Routine maintenance inspections shall be made (monthly) during regular working hours, 4:00 a.m. – 7:00 p.m. Monday through Friday.
- 2.3.4 Furnish all labor, materials, tools, equipment, and services for clean up as required in conjunction with work performed.
- 2.3.5 Remove volatile waste from premises after each visit. All storage and disposal is at the vendors/contractors expense.
- 2.3.6 Use materials recommended by manufactures of surfaces to be cleaned.

**2.4 OWNER'S RIGHT TO PERFORM WORK:**

- 2.4.1 It shall be the Contractor's responsibility to meet the proposed delivery requirements. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.
- 2.4.2 In the event that work performance is unsatisfactory, the Contractor will be notified by Maricopa County and will be given one (1) business day at no charge to the County to correct the work.
- 2.4.3 The Contractor shall perform the work in a way to minimize disruption to the normal operation of building tenants. Upon completion of work the Contractor is responsible for cleaning and removing from the job site all debris, materials and equipment associated with the work performed.
- 2.4.4 The Contractor's job supervisor and additional personnel as deemed necessary by the Maricopa County Facilities Management Department Coordinator or his designated representative must be literate and fluent in the English language. This is not meant to require that all Contractor personnel speak, read and write English. Most tasks may

require only the job supervisor, crew leader or a crewmember to speak, read and write English. This requirement is necessary due to the following reasons which include but are not limited to:

2.4.4.1 Warnings of emergencies and hazards

2.4.4.2 Preparation of reports as specified.

2.4.4.3 Communication with Maricopa County Personnel and Tenants.

Due to the significance of the above listed reasons, the English requirement is to enhance communications between the Contractor representatives and Laundry Equipment Department personnel, and between the Contractor representatives and the public.

2.4.5 The Contractor shall carry on the operation in such a manner that does not damage County property. In the event damage occurs to Maricopa County property or any adjacent property by reason of any custodial service operations performed under this contract, the Contractor shall replace or repair the same at no cost to the County. If damage caused by the Contractor has to be repaired or replaced by the County, the cost of such work shall be deducted from the monies due the Contractor.

**2.5 EMPLOYEES OF THE CONTRACTOR:**

No one except authorized employees of the Contractor are allowed on the premises of Maricopa County buildings. Contractor employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any person unless said person is an authorized employee of the Contractor. At the County's option, we may require security screening of all employees performing work at this location. The Contractor must furnish the County a current employee register at all times. This Register must contain the Name, Social Security Number, Phone Number, and Address of each employee. All Contractor employees shall wear picture identification badges on uniforms at all times. All Employees must wear a company uniform, identified with the company name at all times.

Contractor Employees must clear a FBI background check prior to commencing work.

**2.6 REMOVAL OF CONTRACTOR'S EMPLOYEES:**

The Contractor agrees to utilize only experienced, responsible and capable people in the performance of the work. The County may require that the Contractor remove from the job covered by this contract, employees who endanger persons or property or whose continued employment under this contract is inconsistent with the interest of Maricopa County.

**2.7 EQUIPMENT AND SUPPLIES:**

The Contractor shall furnish ALL equipment and materials necessary to properly perform under this contract.

All equipment and supplies shall conform to all current Federal, State, Local and OSHA rules and regulations.

**2.8 SUPERVISION:**

The Contractor shall provide the County with the names and telephone numbers of a Job Manager or Working Supervisor. The Supervisor shall be responsible for the competent performance of all services pursuant to this contract. The Job Manager shall make sufficient routine inspections to insure that all work is performed as specified. The names of all personnel to be used on this contract are to be provided to the Facilities Management Department Coordinator at the Post Award Conference.

2.9 WORK SCHEDULE:

Successful bidder shall have a minimum of one (1) Journeyman Mechanic on duty from 8:00 a.m. - 5 p.m., 5 days a week, Monday-Friday with the exception of Holidays. Contract vendor shall furnish written report to Sheriff's Department, Institutional Manager, on all equipment that is not cost effective to repair before repairs are performed and for Juvenile the vendor shall furnish a written report to Michael Chavez, Building Operations Superintendent. **Juvenile hours of operation are 6:00 AM to 2:00 PM.**

2.10 QUALITY ASSURANCE:

The Contractor must include his written plan on Quality Assurance. This should include the philosophy and methodology they plan to use to insure quality service is performed.

2.11 SERVICE RECORD:

2.11.1 Contractor will maintain (in duplicate) a Maintenance Service Record identifying in detail when and what specific service activity occurred on which equipment. Duplicate copy to be County's copy and provided to Karen Gaddis, Sheriff's Laundry Manager or to Michael Chavez, Juvenile upon completion of services.

2.11.2 Vendor shall track all repair cost, hours, and parts, on each machine. This shall include preventative maintenance hours, labor, hours, parts/cost, and failure rates on each machine this shall include comparison of each machine to all other like pieces of equipment, at this site. Tracking shall be computer based using Microsoft Excel, on a IBM compatible system. Charts and graphs shall also be included in the tracking. Reports shall be provided to Maricopa County monthly, quarterly, semiannually, and annually and will be hard copies. Vendor shall provide Maricopa County a CD, XLS file disk with all records each quarter to Karen Gaddis, Laundry Manager.

2.11.3 Copies of all service work and invoices shall be faxed to Laundry Service (602-353-1549), at the end of each day / or start of next business day.

2.12 PERFORMANCE ASSURANCES:

2.12.1 County will designate a representative to coordinate with contractor prior to performing maintenance. For the Sheriff's Office, please contact Richard Jenkins, **Chris Ardito, or Karen Gaddis** at (602) 876-5643, for Juvenile locations; please contact Michael Chavez at (602) 506-2631.

2.12.2 County will provide reasonable means of access to equipment.

2.12.3 County will report to service company in writing any apparent lack of maintenance service, complaint of deficiency in the performance of the services.

2.12.4 Contractor shall maintain a field office and/or warehouse that is within (30) miles from the facilities to be serviced under this specification.

2.12.4.1 Contractor employees shall pass a Maricopa County Sheriff's Department background investigation before they will be allowed to work on premises. See section 2.2.18

2.12.4.2 Contractor shall have a minimum of three (3) facility qualified commercial laundry repair technicians on call for providing contractor services.

2.13 CATALOGS

Contractor shall provide current copies of catalogs to all using departments.

2.14 SHIPPING DOCUMENTS:

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

2.14.1 Contract Serial number.

2.14.2 Contractor's name and address.

2.14.3 Using Agency name and address.

2.14.4 Using Agency purchase order number.

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

2.15 SHIPPING TERMS:

Bid price(s) and terms shall be F.O.B. Destination at:  
3170 West Lower Buckeye Road  
Phoenix, Arizona 85009

**Or as specified in individual Purchase Orders**

2.16 OPERATING MANUALS:

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

2.17 INSTALLATION:

The Contractor's price shall include delivery and set-up to be in complete operating condition.

2.18 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 indicate that the materials do not meet the Specifications, the expense of such analysis shall be borne by the Contractor.

2.19 ACCEPTANCE:

For Customer's Initial purchase of each Equipment and Software product. Licensor shall provide an acceptance test period (the "Test Period") that commences upon Installation. Installation shall be defined as: a.) the Equipment, if any, is mounted; b.) the Software is installed on the data base server(s) and/or personal computer(s); and c.) implementation team training, if any, is complete. During the Test Period, Customer shall determine whether the Equipment and Software meet the Licensor published electronic documentation, ("Specifications"). The Test Period shall be for 90 days. If Customer has not given Licensor a written deficiency statement specifying how the Equipment or Software fails to meet the Specification ("Deficiency Statement") within the Test Period, the Equipment and Software shall be deemed accepted. If Customer provides a Deficiency Statement within the Test Period, Licensor shall have 30 days to correct the deficiency, and the Customer shall have an additional 60 days to evaluate the Equipment and Software. If the Equipment or Software does not meet the Specifications at the end of the second 30 day period, either Customer or Licensor may terminate this Contract. Upon any such termination, Customer shall return all Equipment and Software to Licensor, and Licensor shall refund any monies paid by

Customer to Licensor therefore. Neither party shall then have any further liability to the other for the products that were the subject of the Acceptance Test.

2.20 DISCONTINUED MATERIALS:

2.20.1 In the event that a manufacturer discontinues materials, the County may allow the Contractor to provide a substitute for the discontinued item or may cancel the Contract. If the Contractor requests permission to substitute a new material, the Contractor shall provide the following to the County:

2.20.1.1 Documentation from the manufacturer that the material has been discontinued.

2.20.1.2 Documentation that names the replacement material.

2.20.1.3 Documentation that provides clear and convincing evidence that the replacement material meets or exceeds all specifications required by the original solicitation.

2.20.1.4 Documentation that provides clear and convincing evidence that the replacement material will be compatible with all the functions or uses of the discontinued material.

2.20.1.5 Documentation confirming that the price for the replacement is the same as or less than the discontinued material.

2.20.2 Material discontinuance applies only to those materials specifically listed on any resultant contract. This will not apply to catalog items not specifically listed on any resultant contract.

2.21 WARRANTY:

2.21.1 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.

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

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

2.21.2.2 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.

2.22 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.

2.23 INVOICES AND PAYMENTS:

2.23.1 The Contractor shall submit one (1) legible copy of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- Company name, address and contact

- County bill-to name and contact information
- Contract Serial Number
- County purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity (number of days or weeks)
- Contract Item number(s)
- Description of Purchase (product or services)
- Pricing per unit of purchase including catalog and discount prices
- Extended price
- Arrival and completion time (if applicable)
- Total Amount Due

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

2.23.3 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>).

2.23.4 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.

2.24 TAX:

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

2.25 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.

2.26 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.

**3.0 SPECIAL TERMS & CONDITIONS:**

3.1 CONTRACT TERM:

This Invitation for Bid is for awarding a firm, fixed-price purchasing contract to cover a term of three (3) year.

3.2 OPTION TO RENEW:

The County may, at its option and with the approval of the Contractor, renew the term of this Contract up to a maximum of two(2) additional years, (or at the County's sole discretion, extend the contract on a month to month basis for a maximum of six (6) months after expiration). The Contractor shall be notified in writing by the Office of Procurement Services of the County's intention to renew the contract term at least thirty (30) calendar days prior to the expiration of the original contract term.

3.3 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.

3.4 INDEMNIFICATION:

3.4.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.

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

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

3.5 INSURANCE:

3.5.1 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 A+. 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.

3.5.2 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.

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

3.5.4 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.

- 3.5.5 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.
- 3.5.6 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.
- 3.5.7 The insurance policies required by this Contract, except Workers' Compensation shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.
- 3.5.8 The policies required hereunder, except Workers' Compensation, 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.
- 3.5.9 Commercial General Liability:
- Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.
- 3.5.10 Automobile Liability:
- Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$2,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.
- 3.5.11 Workers' Compensation:
- 3.5.11.1 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.
- 3.5.11.2 Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.
- 3.5.12 Certificates of Insurance.
- 3.5.12.1 Prior to commencing work or services under this Contract, 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,

**SERIAL 13104-S**

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.

3.5.12.1.1 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.

3.5.12.1.2 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.

3.5.13 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.6 ORDERING AUTHORITY.

3.6.1 The Contractor should understand that any request for purchase of product(s) shall be accompanied by a valid purchase order, issued by Office of Procurement Services, or by a Certified Agency Procurement Aid (CAPA).

3.6.2 County departments, cities, other counties, schools and special districts, universities, nonprofit educational and public health institutions may also purchase from under this Contract at their discretion and/or other state and local agencies (Customers) may procure the products under this Contract by the issuance of a purchase order to the Respondent. Purchase orders must cite the Contract number.

3.6.3 Contract award is in accordance with the Maricopa County Procurement Code. All requirements for the competitive award of this Contract have been met. A purchase order for the product(s) is the only document necessary for Customers to purchase and for the Contractor to proceed with delivery of product(s) available under this Contract.

3.6.4 Any attempt to represent any product not specifically awarded under this Contract is a violation of the Contract. Any such action is subject to the legal and contractual remedies available to the County, inclusive of, but not limited to, Contract cancellation, suspension and/or debarment of the Contractor.

3.7 REQUIREMENTS CONTRACT:

3.7.1 Contractors signify their understanding and agreement by signing a bid submittal, that the Contract resulting from the bid will be 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.

3.7.2 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 but only for actual and documentable costs incurred by the Contractor due to and after issuance of 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.

3.7.3 Contractors agree to accept verbal notification of cancellation 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.

3.8 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

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

3.9 TERMINATION FOR DEFAULT:

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after the County deems that the Contractor has failed to remedy the problem after being forewarned.

3.10 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate the Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of a substantial violation of any provision of this Contract, then the County may terminate the Contract. Prior to termination of the Contract, the County shall give the Contractor fifteen- (15) calendar day's written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

3.11 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.

3.12 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.

3.13 ADDITIONS/DELETIONS OF SERVICE:

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

3.13.2 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.

3.14 SUBCONTRACTING:

3.14.1 The Contractor may not assign a Contract 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.

3.14.2 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.

3.15 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.

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

3.16.1 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.

3.16.2 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.

3.17 AUDIT DISALLOWANCES:

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 and the required course of action, which shall be at the option of the County either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

3.18 VALIDITY:

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of the Contract.

3.19 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.

3.20 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, partnership, principal and agent, or joint venture between the County and the Contractor.

**3.21 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

- 3.21.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:
- 3.21.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
  - 3.21.1.2 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 statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 3.21.1.3 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
  - 3.21.1.4 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.
- 3.21.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contact.
- 3.21.3 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.

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

- 3.22.1 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.
- 3.22.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 3.22.1 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.

3.23 CONTRACTOR LICENSE REQUIREMENT:

3.23.1 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.

3.23.2 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.

3.24 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:

3.24.1 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,

3.24.2 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.

3.25 POST AWARD MEETING:

The Contractor shall 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.

**AMENDMENT No. 1**  
To  
**SERIAL 13104-C LAUNDRY EQUIPMENT MAINTENANCE, REPAIR AND PARTS**  
Between  
Laundry and Cleaners Supply, Inc.  
&  
Maricopa County, Arizona

WHEREAS, Maricopa County, Arizona ("County") and Laundry and Cleaners Equipment, Inc. ("Contractor") have entered into a Contract for Laundry Equipment Maintenance, Repair and Parts dated August 22, 2013 ("Agreement"), County Contract No. 13104-C.

WHEREAS, County and Contractor have agreed to further modify the Agreement by changing certain terms and conditions;

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

**PRICING PAGE:**

Line item discount for Jensen parts shall change from 20% discount to cost plus 15%

Non-listed product discount (Grainger, Thomas Pipe) added at cost plus 15%

Subcontract labor rate is net cost plus \$1.00

**SECTION 2.5:**

Replace entire section with the following language:

**2.5 EMPLOYEES OF THE CONTRACTOR:**

Only authorized employees of the Contractor or its duly authorized subcontractors (collectively "Employees") are allowed on the premises of Maricopa County buildings. Employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any person unless said person is an authorized employee of the Contractor. The County requires security screening of all employees performing work at this location. The Contractor must furnish the County a current Employee register at all times. This Register must contain the Name, Social Security Number, Phone Number, and Address of each Employee. All Employees shall wear picture identification badges on uniforms at all times. All Employees must wear a company uniform, identified with the company name at all times.

All Employees shall comply with the guidelines contained in Exhibit 1: Detention and Sheriff's Office Facility Security Guidelines.

**SECTION 2.23.1:**

Addition of the following guideline for inclusion on the Contractor invoice:

- Copy of subcontractor invoice

**SECTION 3.14:**

Replace entire section with following language:

**3.14 SUBCONTRACTING:**

- 3.14.1 The Contractor may Subcontract to another party for performance of the terms and conditions hereof with the written consent of the County and the successful completion of the background check provisions in Section 2.5 and Exhibit 1. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.
- 3.14.2 Contractor shall endeavor to provide County with Subcontractor rates prior to the commencement of work. Contractor shall not issue any additional fees to the County for the use of Subcontractor. 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.

**ADDITION OF EXHIBIT 1:**

**EXHIBIT 1  
SECTION 01000  
DETENTION AND  
SHERIFF'S OFFICE  
FACILITIES SECURITY GUIDELINES  
Effective: 01/28/2014**

**PART 1 – GENERAL ACCESS REQUIREMENTS AND SECURITY BACKGROUND CHECKS**

For the purpose of this procedure, the following terms shall apply

**Acceptable ID:** Identification documents such as a driver's license, passport or military ID which contain at a minimum: date of birth, sex and either a clear photograph or a second numerical identifier, such as a Social Security number. If an Arizona Driver License number is not submitted, the applicant must submit to a digital photograph that will be used during the background investigation and for an ID card if appropriate.

**Contractor Personnel:** Non-employees who provide services in any Sheriff's Facility on a regular or irregular basis. Contractor personnel shall have entry to detention or district facilities at the discretion of the Sheriff or his designee for the duration of the construction project.

Contractor personnel shall complete a Sheriff's Office Application for Courtesy Identification and the Prison Rape Elimination Act forms prior to performing any services, or gaining access to any Sheriff's Office Facility. Application forms shall be completely and legibly filled out and signed. False statements shall be grounds for disqualifying the applicant. Application forms shall be submitted to the Facilities Management Project Manager who will then forward the forms to the Sheriff's Office Facilities Project Coordinators for processing. Forms must be submitted to the Maricopa County Sheriff's Office Facilities Project Coordinators in the Construction Maintenance Division at least TEN (10) working days prior to the date required to access the facility. You can reach Karl Gosch at 602-876-4479 or by cell at 602-527-2194 (Tues – Fri). You can also reach Charles Grimes at 602-876-1896 or by cell at 602-527-5714 (Mon – Thur).

The information provided on the Maricopa County Sheriff's Office Application for Courtesy Identification form will be used to conduct a criminal history check. Any resulting criminal history documentation will be forwarded to the Sheriff's Office Facilities Project Coordinator, or his designee. It will be reviewed on a case by case basis to determine whether the applicant poses any risk to the safety of any persons, or to the security of any jail or facility.

Applicants must meet the following conditions to be approved by the Sheriff or his designee for access to Sheriff's Office Facilities:

- a. Be at least eighteen (18) years of age. There will be no exceptions.
- b. At least twelve (12) months must have elapsed since serving a term of probation or parole.

- c. If the ex-offender served a jail sentence as the result of a misdemeanor conviction, a minimum of twelve (12) months must have elapsed since last being incarcerated in any jurisdiction.
- d. If the ex-offender served a jail or prison term as a result of a felony conviction, access will be denied.

Contractor personnel who are approved after a criminal history check shall be issued a Sheriff's Office Facility Visitor Card. The card remains the property of the Sheriff's Office and may be revoked if the following rules and regulations are not adhered to:

- a. The card shall be worn in plain view on the front of the shirt or on a chain around the neck at all times while in a Sheriff's Office facility.
- b. All personnel are required to submit to a search for contraband, if asked.
- c. Contractor personnel are prohibited from duplicating the card.
- d. Contractor personnel who lose their access cards shall report the loss to the Jail Commander or Sheriff's Office Facilities Project Coordinator as soon as possible.
- e. Allowing another person to use the I.D. Card is prohibited.

Contractor personnel who are approved after a criminal history check may be placed on a list and only those listed will have access to the Sheriff's Office Facility or Grounds.

Contractor's personnel who become involved in a criminal investigation during the contract period, either on the job or on their own time, must notify the Sheriff's Office Facility Planning Coordinator within twenty-four hours. Contractor's personnel access may be subsequently suspended or revoked at the discretion of the Sheriff's office Facility Planning Coordinator, Facility Commander/ District Commander or designee.

All concerns regarding contractor personnel should be forwarded to the Sheriff's Office Facility Planning Coordinator. The services of any contractor may be reduced, postponed or discontinued for any of the following reasons:

- a. Violating these guidelines.
- b. Participating in unlawful or immoral conduct.
- c. Showing signs of an illness or condition that might interfere with the individual's ability to perform his duties or threaten the security, health or safety of any one involved.
- d. Reporting to work with any odor of intoxicating beverage on their breath or while under the influence of any intoxicating beverage to any degree.
- e. Behaving in a manner which threatens the safety and security of the jail, staff or inmate.
- f. Unauthorized contact with inmates.
- g. Possession or use of any controlled substances, narcotics or hallucinogens, except when prescribed by a physician, for any illness or injury unless otherwise provided by the Arizona Revised Statutes §13-2501.
- h. Possession of any weapon on or near County property.
- i. Failure to follow the directions of a Sheriff's Office Staff.
- j. Being in an unauthorized area.
- k. Possession of tobacco products, including electronic cigarettes or pipes, alcohol, and weapons are strictly prohibited on jail premises.
- l. Under no circumstances will cell phone cameras be used without the express permission of the Jail Commander/District Commander or designee.
- m. Under no circumstances will MP3 players, radios, I-Pods or similar devices be permitted on to the facility.
- n. Contraband as defined in Arizona Revised Statute §13-2501.

The Sheriff's Office Facility Visitor Card is to be used for no other purpose than to access the specific areas related to the project in progress. On completion of the project, the cardholder shall immediately return the card to the Jail Commander/District Commander, or the Sheriff's Office Facility Planning Coordinator.

## **PART 2 – FACILITY ENTRY AND EXIT REQUIREMENTS**

Entry into and exit from the job site will be coordinated with the Jail Commander/District Commander, or his designee, or the Sheriff's Office Facility Planning Coordinator prior to the commencement of the project.

**BASED ON SECURITY AND SAFETY ISSUES, STRICTER CONTROLS MAY HAVE TO BE IMPLEMENTED; HOWEVER, THE JOB SUPERINTENDENT WILL BE ADVISED PRIOR TO ANY CHANGES BEING MADE.**

**PART 9 - PRISON RAPE ELIMINATION ACT (PREA)**

“Under the Prison Rape Elimination Act you will be required to be fingerprinted prior to starting any work and are authorizing the Sheriff’s Office conduct this procedure.”

See attached form.

**MARICOPA COUNTY SHERIFF’S OFFICE**

**ACKNOWLEDGEMENT OF PRISON RAPE ELIMINATION ACT (PREA)**

The Prison Rape Elimination Act (PREA) is a set of federal standards enacted to institute a zero tolerance standard for incidents of sexual abuse in correctional facilities and establishes national standards for the prevention, detection, and response to sexual abuse and sexual harassment.

It is the policy of the Maricopa County Sheriff’s Office to prevent detect and respond to incidents of sexual abuse and sexual harassment throughout the Office. The Office has a zero tolerance for any incidents of sexual abuse and sexual harassment. Therefore, the Officer shall impose fair and equitable discipline as necessary against any individual committing sexual abuse or sexual harassment, and when appropriate, pursue criminal charges.

*Contractor:* A person who provides services on a recurring basis pursuant to a contractual agreement within the Office or Maricopa County.

*Voyeurism:* An invasion of privacy of an inmate or detainee by an employee

**Contractor Training:** Contractors or person that provide a contracted service to the Office and may come into contact with inmates or detainees shall acknowledge their understanding of the PREA Standards in writing as part of their volunteer application.

**Reporting:** Volunteers and contractors who become aware of an incident of sexual abuse, sexual harassment, voyeurism, or retaliation against an inmate are required to notify uniformed personnel as soon as practical.

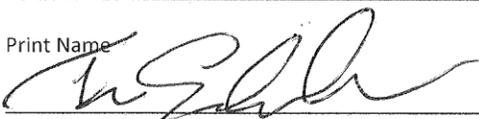
Any contractor or volunteer, who engages in sexual abuse, sexual harassment, voyeurism, or retaliation shall be prohibited from contact with inmates, shall be reported to relevant licensed bodies, and where appropriate, criminally investigated, unless the activity was clearly not criminal. The Office shall also consider whether to prohibit further contact with inmates, in the case of any PREA violation by a contractor or volunteer.

You are prohibited from fraternizing, having personal contact with inmates to include contact of sexual nature or sexual harassment. Inmates are not allowed to have unauthorized contact with the public, if an inmate attempts to have communication with you or makes inappropriate comments towards you, notify a uniformed personnel as soon as practical.

Failure to follow these guidelines may result in criminal prosecution against you.

TIM ECKENBODE

Print Name



Signature

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

IN WITNESS WHEREOF, this Amendment is executed on the date executed.

~~EMPIRE SOUTHWEST, LLC~~ <sup>3/6/14</sup> by Laundry + Cleaners Equipment, Inc.

  
\_\_\_\_\_  
Authorized Signature

TIM ECKENSODE  
\_\_\_\_\_  
Printed Name and Title

402 S. 50th St Phoenix, AZ. 85034  
\_\_\_\_\_  
Address

3-6-2014  
\_\_\_\_\_  
Date

MARICOPA COUNTY:

  
\_\_\_\_\_  
Chief Procurement Officer

3/6/14  
\_\_\_\_\_  
Date