



NOTICE OF SOLICITATION

SERIAL 09024-C

INVITATION FOR BID FOR: POLICE AND FIRST AID/SAFETY EQUIPMENT AND SUPPLIES

Notice is hereby given that sealed bids will be received by the Materials Management Department, 320 West Lincoln Street, Phoenix, Arizona 85003-2494, until 2:00 P.M. Arizona time on **MAY 5TH, 2009** for the furnishing of the following products or materials for Maricopa County. Bids will be opened by the Materials Management Director (or designated representative) at an open, public meeting at the above time and place.

All bids must be signed, sealed and addressed to the Materials Management Department, Materials Management Center, 320 West Lincoln Street, Phoenix, Arizona 85003-2494, and marked "**SERIAL 09024-C INVITATION FOR BID FOR POLICE AND FIRST AID/SAFETY EQUIPMENT AND SUPPLIES.**"

The Maricopa County Procurement Code ("The Code") governs this procurement and is incorporated by this reference. Any protest concerning this Invitation for Bid must be filed with the Procurement Officer in accordance with Section MC1-905 of the Code.

ALL ADMINISTRATIVE INFORMATION CONCERNING THIS INVITATION FOR BID CAN BE LOCATED AT <http://www.maricopa.gov/materials> "Develop Bids". ANY ADDENDA TO THIS INVITATION FOR BID WILL BE POSTED ON THE MARICOPA COUNTY MATERIALS MANAGEMENT WEB SITE UNDER THE SOLICITATION SERIAL NUMBER.

BID ENVELOPES WITH INSUFFICIENT POSTAGE WILL NOT BE ACCEPTED BY THE MARICOPA COUNTY MATERIALS MANAGEMENT CENTER

DIRECT ALL INQUIRIES TO:

MATTHEW BAUER
PROCUREMENT OFFICER
TELEPHONE: (602) 506-3454
EMAIL:BAUERM002@MAIL.MARICOPA.GOV

THERE WILL BE A MANDATORY PRE-BID CONFERENCE ON APRIL 23RD, 2009 AT 1 PM., (AZ TIME) AT THE MARICOPA COUNTY MATERIALS MANAGEMENT DEPARTMENT, 320 WEST LINCOLN STREET, PHOENIX, ARIZONA 85003

NOTE: MARICOPA COUNTY PUBLISHES ITS SOLICITATIONS ONLINE AND THEY ARE AVAILABLE FOR VIEWING AND/OR DOWNLOADING AT THE FOLLOWING INTERNET ADDRESS:

<http://www.maricopa.gov/materials/advbd/advbd.asp>

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INVITATION FOR BID FOR: POLICE AND FIRST AID/SAFETY EQUIPMENT AND SUPPLIES**1.0 INTENT:**

The intent of this Solicitation is to establish a contract for police/law enforcement and first aid/safety supplies specifically listed herein. Maricopa County is also establishing a full line catalog discount for related supplies as covered by current catalogs.

Other governmental entities under agreement with the County may have access to services provided hereunder (see also Sections 2.21 and 2.22, 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 TECHNICAL SPECIFICATIONS:**2.1 LAW ENFORCEMENT ITEMS:**

- 2.1.1 Intoxilyzer 8000 paper Thermal, 42 column, 57mm paper width, by the roll.
- 2.1.2 .10 gas cylinder 105 LT (for Intoxilyzer 8000), 100 per box.
- 2.1.3 Intoxilyzer evidence cards #1050-12 for Intoxilyzer 5,000 series with the Arizona Package, 100 per package **SFOR124**
- 2.1.4 Intoxilyzer mouth piece lg - disposable CMI, 015007, 100 per box-**SLAW342**
- 2.1.5 Intoximeter mouth piece for Alco-Sensor III **SLAW344**
- 2.1.6 Mini Alco cans with valves for Alco-Sensor III, three to a package
- 2.1.7 Mouthpiece for Alco-Sensor 4 **SLAW341**
- 2.1.8 Mouth piece, Intoxilyzer 300 CMI #15057, 250 per bag-**SLAW343**
- 2.1.9 Reusable Evidence Ties, 12"-14" Nyties, 100 per package, EVI-PAQS NT-1 or equal **SBOX506**
- 2.1.10 Kit, Marijuana color test, reagents for preliminary identification, 10 per box, must meet NIJ standard 0604.01 ODV NarcoPouch 908 **SLAW395**
- 2.1.11 Kit Cocaine color test, reagents for preliminary identification, 10 per box, must meet NIJ standard 0604.01 ODV NarcoPouch 904B **SLAW393**
- 2.1.12 Kit Heroin color test, reagents for preliminary identification, 10 per box, must meet NIJ standard 0604.01. ODV NarcoPouch 924 **SLAW394**
- 2.1.13 Kit Methamphetamine color test, reagents for preliminary identification, 10 per box, must meet NIJ standard 0604.01 ODV NarcoPouch 923 **SLAW396**
- 2.1.14 Traffic tape Rolatape MM12-Twin measure master **SLAW331**
- 2.1.15 Collar Extrication Stifneck, Laerdal #980010 no neck size **SLAW337**
- 2.1.16 CPR mask Microshield MDI 70-150 clear mouth barrier, disposable single use **SSFT662**
- 2.1.17 CPR mask with hard case Laedal # L820019-**SLAW661**

- 2.1.18 Pad fingerprint inkless 2" diameter round **SLAW358**
- 2.1.19 Mask face TecnoL fluid shield fog-free surgical Kimberly Clark #48207 or equal 50 per box **SSFT676**
- 2.1.20 Flashlight plastic Heavy duty chemical resistant 3 D cell Energizer Industrial #1351 or equal **SLAW367**
- 2.1.21 Flashlight aluminum Mini Galls, 1 Watt LED Light #FL492, 3AA batteries 5 ¼" L, 7 oz, batteries included or equal
- 2.1.22 Jumper cables heavy duty 12 foot 8 gauge 500 amp, Coleman Road Power #08465 or equal **SLAW365**
- 2.1.23 Vial box 6"x 4"x 2" heavy duty white cardboard with tuck in sides and front flaps minimum order of 1000 boxes-**SBOX508**
- 2.1.24 Urine Box 4"x 4" x 3" heavy duty white cardboard with tuck in sides and front flaps minimum order of 1000 boxes **SBOX507**
- 2.1.25 Knife Box 16" x 3" x 2" labeled Knife box, heavy duty white cardboard with tuck in sides and front flaps, with a series of small holes in the bottom so weapon can be secured using nylon box ties. Tri Tech BOXK16x3x2 or equal. **SBOX510**
- 2.1.26 Gun/pistol box 13" x 8" x 2" labeled Gun box/Evidence, heavy duty white cardboard with tuck in sides and front flaps, with a series of small holes in the bottom so weapon can be secured using nylon box ties. Tri Tech BOXG12.5x7x2 or equal. **SBOX509**
- 2.1.27 Rifle box large 51" x 9" x 3" labeled Rifle box/Evidence, heavy duty white cardboard with tuck in sides and front flaps, with a series of small holes in the bottom so weapon can be secured using nylon box ties. Tri Tech BOXR51x9x3 or equal. **SBOX512**
- 2.1.28 Rifle box small 48"x 6"x 2" labeled Rifle box/Evidence, Heavy duty white cardboard with tuck in sides and front flaps, with a series of small holes in the bottom so weapon can be secured using nylon box ties-**SBOX511**
- 2.1.29 Respirator, Particulate, 20 per box – Gerson 1730 Type N95 **SSFT657**
- 2.1.30 Pad finger print holder Sirchie FPT-268 **SLAW360**
- 2.1.31 Pad fingerprint refills Porelon Sirchie FPT-268A **SLAW361**
- 2.1.32 Finger print slicks "Retabs" LE-42 Identicator 500 per package **SLAW359**
- 2.1.33 Fingerprint ink #231 T Sirchie 4 oz. tube-**SLAW362**
- 2.1.34 Roller Fingerprint by Sirchie **SLAW363**
- 2.1.35 DWI Blood specimen Collection Kit by Tri Tech BA-2 **SLAW345**
- 2.1.36 Gunshot Residue evidence collection Kit by Tri Tech Inc. GSR-SEM(C) **SLAW319**
- 2.1.37 Banner Guard 3" x 100' Yellow/BlkKit "Sheriff's Line Do Not Cross" **SLAW330**
- 2.1.38 Helmets-Premier Crown model #6006 with full head face shield, shell color: Tan Upper, Dark Brown Lower, Hi Trim, Rank band gold **SLAW329**
- 2.1.39 Face shield for Premier Crown Helmet model 6006 FS-3 **SLAW328**

- 2.1.40 Handcuffs, Standard key nickle finish – Smith & Wesson MDL#100-350103 (or equal)
- 2.1.41 Handcuffs, Hot Passion Pink, ASP #56180
- 2.1.42 Handcuffs, Color Coated Pink, Hiatt Thompson #REHT2010
- 2.1.43 Leg Irons, Peerless
- 2.1.44 Flex cuffs, 21” Plastic cable ties 100/box SLAW338
- 2.1.45 Spray, Pepper (Stream) 3.3 oz, #52H2030/Sabre Red H2O **SLAW382**
- 2.1.46 Spray, Pepper (Foam) 3.3 oz, #52H2030-F/Sabre Red H2O **SLAW381**
- 2.1.47 Highway fuse safety flares, 20 minute without spike of wire, color red, wax-free; 36 per box, MINIMUM ORDER 400 BOXES **SLAW300**
- 2.1.48 Spray, Pepper (Cone) 4.4 oz. #520030-C/Sabre Red DPS MK-4 **SLAW383**

2.2 EYE PROTECTION ITEMS:

- 2.2.1 Safety glasses Pyramex Venture II SB1820S black frame, gray lens-**SSFT665**
- 2.2.2 Safety glasses Pyramex Venture II SB1810S black frame, clear lens-**SSFT664**
- 2.2.3 Glasses, Safety, Grey lens – Gleneagle #6026
- 2.2.4 Glasses, Safety, Clear (OTG) – UVEX #3001
- 2.2.5 Glasses, Safety, (Gray OTG) – UVEX #3001
- 2.2.6 Glasses, Safety, Gray glass only – Crews #61112
- 2.2.7 Glasses, Safety, Clear – Crews #61110
- 2.2.8 Goggles, Safety Impact – Crews #220
- 2.2.9 Goggles, Safety Impact – Crews #2400
- 2.2.10 Bacteriostatic Additive (makes 6 gallons) (70oz.) – Fendall #509
- 2.2.11 Disposable cleaning station, Bausch & Lomb – Crews LCS
- 2.2.12 Goggle, clear, vented, American All-Safe – Crews #220
- 2.2.13 Clear, fog free goggle, H.L. Bouton – Crews #235
- 2.2.14 Visor, wire screen – Paulson #AWS

2.3 FIRST AID SUPPLIES:

- 2.3.1 First aid kits, weatherproof metal box, kits must include the following items and unit of measurements:
 - 2.3.1.1 Bandages, Adhesive 1” x 3” (16/box) - two (2) – Certified #607
 - 2.3.1.2 Alcohol Preps (4/ea) - one (1) – Certified #730
 - 2.3.1.3 Instant Cold Compress 4”x 5”, Ammonium Nitrate **SSFT651**

- 2.3.1.4 Eye Flush, 1 oz. (2 each) - two (2) – Certified #699X
- 2.3.1.5 First Aid Spray, Aerosol (3 oz.) - one (1) – Certified #234
- 2.3.1.6 Gauze 2” - two (2) – Certified #634
- 2.3.1.7 Tape, Adhesive ½” x 2 ½ yd - one (1) – Certified #652
- 2.3.1.8 Bandages, woven knuckle (8/box) - one (1) – Certified #688
- 2.3.1.9 CPR kit - one (1) – Certified #810K
- 2.3.1.10 Non-adherent pads (4 each) - two (2) – Certified #628
- 2.3.1.11 Latex gloves (1 pair) - one (1) – Certified #815
- 2.3.1.12 Alcohol pads, 200 per box - one (1) – Cert. Safety
- 2.3.1.13 Tweezers 3 ½” pt. - one (1) – Certified #783
- 2.3.1.14 Instant Cold Compress 6”x 9”, Ammonium Nitrate **SSFT652**

2.4 HAND AND BODY PROTECTION:

- 2.4.1 Gloves, work, leather with knuckle strap, Liberty #115 or equal **SSFT600**
- 2.4.2 Gloves, work, leather palm finger, heavy duty – Liberty #2160
- 2.4.3 Gloves, PVC, fully coated, long with cuffs, K/W best - Liberty #7703R
- 2.4.4 Gloves, PVC, hot asphalt 12” insulated, large – Majestic #3374
- 2.4.5 Gloves, Nitrile Rubber, 13 MIL ., flocked lined, large - Best #730
- 2.4.6 Knee pads, deluxe – Allegro
- 2.4.7 Disposable latex gloves, large – Liberty
- 2.4.8 Neoprene chemical gloves, latex, black 12” 17 mil – Liberty #723
- 2.4.9 Gloves, rubber, Playtex, 12” 19 mil “Hand Saver”, Med – XXL – Playtex
- 2.4.10 Traffic Vest, Safety Orange with Silver Reflective Striping, mesh – Kishigo #FV-1-SXE
- 2.4.11 Poncho, rain, vinyl, various sizes, Orange – River City 040
- 2.4.12 Safety Vest, ANSI Class I, Orange with Lime Stripes, Large-X-Large, 3A Safety #A-1200 or equal
- 2.4.13 Safety Vest, With Silk screened Maricopa County logo, ANSI Class II, Orange with Lime Stripes, Med-4X-Large, Brite Threads #1207 or equal
- 2.4.14 Safety Pants, mesh, Orange with reflective stripes, Size Large-X-Large, Brite Threads #3107 or equal
- 2.4.15 Safety Pants, non-mesh, Orange with lime reflective stripes, Size Large-X-Large, Brite Threads #TT-PD306-9361 or equal

- 2.4.16 Jackets, W/Zip in liner, with Maricopa County seal patch, Orange with lime reflective stripes Medium-4 X-Large, Brite Threads #TT-RA306-9299 or equal

2.5 HEAD PROTECTION:

- 2.5.1 Helmet, Safety, Orange – Bullard #3000
- 2.5.2 Helmet, Safety, White – Bullard #3000
- 2.5.3 Helmet, Safety, Orange – Bullard #303
- 2.5.4 Helmet, Safety, White, Round Brim PITH – Bullard #303
- 2.5.5 Headgear, with ratchet Paulson – Crews #103
- 2.5.6 Suspension, Adjustable Ratchet TY – Bullard #ESRT-SL2

2.6 HEARING PROTECTION:

- 2.6.1 Ear, plug, disposable, 32 DBA, 200 per box – Howard light Max 1 or Aearo
- 2.6.2 Plug, ear, reusable with case, 21 DBA – Aearo #3404002
- 2.6.3 Plug, ear, disposable American, optical (sm. – lg.) 25 DBA – Aearo #3111115
- 2.6.4 Muff, ear, noise-suppressing 29 DBA – Howard light QM-29
- 2.6.5 Muff, ear, sound-barrier with brackets for Bullard helmets 21DBA – Aearo #3303031

2.7 RESPIRATORY PROTECTION:

- 2.7.1 Respirator, dust, 50 per box – 3M #8500
- 2.7.2 Respirator, dust, 50 per box – Duramask #1890 or equal (SSFT659)
- 2.7.3 Respirator, dust and mist 10 per package – Moldex #2300

2.8 MISCELLANEOUS SAFETY ITEMS:

- 2.8.1 Traffic flag, 18” x 18’ with 30” staff – Kishigo #EC-1830
- 2.8.2 Sweatband sponge 8 5/8” 100 per package – American All-Safe DB-801
- 2.8.3 Sun Screen, SPF 25+ 4 oz “Paba Free” – Avon Arizona Naturals
- 2.8.4 Triangle, reflector warning triangles, 3 per kit – Service & Materials #0118546 (HWT-3)
- 2.8.5 Cone, Traffic, 28” with reflective collars, Wide Body, PVC, Blaze Orange 7 ½# base, includes McDOT logo branded on Cone – Service & Materials #2202389
- 2.8.6 Cone, Traffic, 18” PVC Blaze 3 ½# , includes McDOT logo branded on Cone – Service & Materials #0100109
- 2.8.7 Banner Guard 3” x 1000’ Yellow/Black “Do not cross” – National #s1743-3160-3x1000
- 2.8.8 Coveralls with hood, 25 per case Kappler – Dupont
- 2.8.9 Coveralls, STD, 25 per case Kappler – Dupont

- 2.8.10 Apron, M & L Kishigo 8 mil, clear PVC – Dupont
- 2.8.11 Snak Guard, green plastic, spring loaded – Chicago Protective

2.9 **MISCELLANEOUS PEPPERBALL AND LESS THAN LETHAL SUPPLIES:**

- 2.9.1 Scuba air fill adapter #PA-FA, individually packaged
- 2.9.2 Hi pressure air bottle 13” #PA-HPA-13, individually packaged
- 2.9.3 O-ring #PA-OR-FA50, pack of 50
- 2.9.4 O-ring #P-OR-100-Ring, pack of 100
- 2.9.5 Scuba air fill tank #P-ATK, individually packaged
- 2.9.6 Speed pod loader #PA-Speed-1, individually packaged
- 2.9.7 Custom Carbine #20098, individually packaged
- 2.9.8 Bore Thunder (Muzzle Bang) 12 gauge (ALS1208), multiples of 5
- 2.9.9 OC Muzzle Blast 12 gauge (ALS120C), multiples of 5
- 2.9.10 Diversionary Device, single use non-reloadable (ALS09NR), individually packaged
- 2.9.11 Hydro-kinetic impact bag (ALS1200), multiples of 5
- 2.9.12 Pocket Smoke, CS Grenade (ALSG278), individually packaged

2.10 **WATER FOR AFIS MACHINES**

- 2.10.1 Distilled Water – Six 1-gallon bottles per case. This water is used to clean the platens on the AFIS machines (fingerprint). If any other water is used it will damage the machine and void the warranty. 1-gallon bottles are convenient and can be used to easily re-fill spray bottles.

2.11 **USAGE REPORT:**

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.

2.12 **SHIPPING DOCUMENTS:**

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

- 2.12.1 Contract Serial number.
- 2.12.2 Contractor’s name and address.
- 2.12.3 Using Agency name and address.
- 2.12.4 Using Agency purchase order number.
- 2.12.5 A description of product(s) shipped, including item number(s), quantity (ies), number of containers and package number(s), as applicable.

2.13 SHIPPING TERMS:

Bid price(s) and terms shall be F.O.B. Destination at:
Phoenix, Arizona 85003

2.14 SAMPLES:

The Contractor may be requested to furnish samples of material(s) bid for examination by the County. Any materials so requested shall be furnished within FIVE (5) working days from the date of request and furnished at no cost to the County and sent to the address designated in the requesting correspondence.

2.15 DISCONTINUED MATERIALS:

2.15.1 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:

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

2.15.1.2 Documentation that names the replacement material.

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

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

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

2.15.2 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.

2.16 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.

2.17 INVOICES AND PAYMENTS:

2.17.1 The Contractor shall submit two (2) legible copies 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 delivery
- Quantity

- Contract Item numbers
- Description of Purchase
- Pricing per unit of purchase
- Total Amount Due

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

2.17.3 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 Award the Contractor shall fill out an EFT Enrollment form (to be provided by the Procurement Officer) or as located on the County Department of Finance Website as a fillable PDF document (www.maricopa.gov/finance/).

2.17.4 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.

2.18 ADDITIONAL PRICING:

Contractors are strongly encouraged to offer additional pricing for related items/products/components, which are not specifically addressed as line items in the Invitation For Bids. Pricing offered should be noted on the pricing pages of the Contractor response in the format requested

2.19 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.

2.20 STRATEGIC ALLIANCE for VOUME 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.

2.21 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) years.

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 three (3) 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 Materials Management Department 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:

The contract prices shall be firm and fixed for the first contract year and thereafter, allow for escalation bi-annually throughout the life of the contract. This allows for two (2) reasonable price adjustments for every one (1) contract year after the first year. Any requests for reasonable price adjustments shall be submitted not less than thirty (30) days prior to the bi-annual anniversary date and shall be supported by appropriate documentation. The price adjustments shall be effective upon the contract's bi-annual anniversary dates. All other price adjustments shall be reviewed at the time of the request. The reasonableness of the request will be determined by comparing the request with the **Producer Price Index (PPI)** for the commodity or by **performing a market survey**. If the County agrees to the adjusted price terms or an alternate option, the County shall issue written approval of the change prior to any adjusted invoicing submitted for payment. *The contractor shall continue to honor the delivery terms during the price adjustment review period.*

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 REQUIREMENTS

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 B++6. 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 \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for 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 \$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 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 \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.
(N.B. - \$1,000,000 limits on larger contracts)

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 have insurance in effect 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 be made available to the County upon 48 hours notice. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**

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 **PROCUREMENT CARD ORDERING CAPABILITY:**

County may determine to use a procurement card that may be used from time-to-time, to place and make payment for orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.7 **INTERNET ORDERING CAPABILITY:**

It is the intent of County to use the Internet to communicate and to place orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.8 **REQUIREMENTS CONTRACT:**

3.8.1 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.

3.8.2 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.

3.8.3 Contractors agree to accept verbal notification of cancellation from the Materials Management 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.

3.9 ORDERING AUTHORITY.

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

3.9.2 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.

3.9.3 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.

3.9.4 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.

3.10 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

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

3.11 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.

3.12 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.

3.13 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.

3.14 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.

3.15 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Materials Management shall be responsible for approving all amendments for Maricopa County.

3.16 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to a Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the County shall have full access to, and the right to examine, copy and make use of, any and all said materials.

3.17 ADEQUACY OF RECORDS:

If the Contractor's books, records and other documents relevant to a Contract are not sufficient to support and document that allowable materials were provided, the Contractor shall reimburse Maricopa County for the materials not so adequately supported and documented.

3.18 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.

3.19 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.

3.20 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.

3.21 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.

3.22 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

- 3.24.1 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:
- 3.24.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
 - 3.24.1.2 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;
 - 3.24.1.3 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
 - 3.24.1.4 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.
- 3.24.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contact.
- 3.24.3 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.

3.23 ALTERNATIVE DISPUTE RESOLUTION:

- 3.25.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:
- 3.25.1.1 Render a decision;
 - 3.25.1.2 Notify the parties that the exhibits are available for retrieval; and
 - 3.25.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).
- 3.25.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.

3.25.3 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.

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

3.24.1 By entering into the Contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA using e-verify) and all other Federal immigration laws and regulations related to the immigration status of its employees. 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 U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV.

3.24.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County 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 department of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

3.25 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:

3.25.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. 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.

3.25.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County 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 department of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

3.26 CONTRACTOR LICENSE REQUIREMENT:

3.26.1 The Respondent shall procure all permits, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his business. The Respondent shall keep fully informed of existing and future Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same.

3.26.2 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) 542-1502 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.

4.0 **INSTRUCTIONS TO RESPONDENTS:** (Please note that this Section does not become part of any resultant contract.)

4.1 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

Maricopa County
Materials Management Department
ATTN: Contract Administration
320 West Lincoln Street
Phoenix, Arizona 85003

Administrative telephone inquiries shall be addressed to:

Matthew Bauer, Procurement Officer, 602.506.3454
bauerm002@mail.maricopa.gov

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

4.2 EVALUATION CRITERIA.

4.2.1 The evaluation of bids shall be based on, but will not be limited to, the following:

4.2.1.1 Compliance with specifications.

4.2.1.2 Price.

4.2.1.3 Determination of responsibility.

4.2.2 The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

4.3 SUBMISSION PRICE CLARITY.

For reasons of clarity all submissions of pricing (Attachment A) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. Submissions (bids) failing to comply with this requirement may be declared non-responsive.

4.4 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS.

Respondents shall provide their Bids as follows:

4.4.1 One (1) original hardcopy.

4.4.2 One (1) CD providing all Bid response documents in Word, Excel (Attachment A) and all Bid response documents in PDF format.

4.4.2.1 Attachment A (PRICING)-Excel

4.4.2.2 Attachment B (AGREEMENT)-WORD

4.4.2.3 Attachment C (REFERENCES)-WORD

4.4.2.4 Other documents as required

- 4.4.3 Respondents shall address bids identified with return address, serial number and title in the following manner:

Maricopa County
Materials Management Department
320 West Lincoln Street
Phoenix, Arizona 85003-2494

SERIAL 09024-C, POLICE AND FIRST AID/SAFETY EQUIPMENT AND SUPPLIES

- 4.4.4 Bids must be signed by an owner, partner or corporate official who has been authorized to make such commitments. All prices shall be held firm for a period of one hundred fifty (150) days after the bid closing date.

4.5 ADDITIONAL PRICING:

The Contractor is strongly encouraged to offer additional pricing for related items, materials, components which are not specifically addressed as line items in this solicitation. Pricing offered should be noted on the pricing pages of the Contractor's bid in the format requested.

4.6 RESPONDENT REVIEW OF DOCUMENTS.

The Respondent must review its Bid submission to assure the following requirements are met.

4.6.1 **Mandatory:** Bid is submitted as required in Section 4.4, above.

4.6.2 **Mandatory:** Attachment "A", Pricing is enclosed;

4.6.3 **Mandatory:** Attachment "B", Agreement is enclosed; and

4.6.4 **Mandatory:** Attachment "C", References is enclosed.

4.7 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.

NOTE 1: RESPONDENTS ARE STRONGLY ENCOURAGED TO REVIEW MARICOPA COUNTY'S PROCUREMENT ADMINISTRATIVE INFORMATION PRIOR TO SUBMITTING A BID. FOR THIS INFORMATION, GO TO:
www.maricopa.gov/materials/ADVBD/Boilerplate/Terms-conditions.asp

NOTE 2: RESPONDENTS ARE REQUIRED TO USE THE ATTACHED FORMS TO SUBMIT THEIR BID.

ATTACHMENT A
PRICING

SERIAL 09024-C
NIGP CODE:34087, 34500, 45014, 47567, 62542, 68000

RESPONDENT NAME: _____
 VENDOR NUMBER : _____
 ADDRESS: _____
 P.O. ADDRESS: _____
 TELEPHONE NUMBER: _____
 FACSIMILY NUMBER: _____
 WEB SITE: _____
 REPRESENTATIVE: _____
 REPRESENTATIVE E-MAIL: _____

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	[]	[]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[]	[]	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: (Payment shall be made within 48 hours of utilizing the Purchasing Card)	[]	[]	% _____

PAYMENT TERMS: RESPONDENT IS REQUIRED TO PICK ONE OF THE FOLLOWING.
 PAYMENT TERMS WILL BE CONSIDERED IN DETERMINING LOW BID. FAILURE TO
 CHOOSE PAYMENT TERMS WILL RESULT IN A DEFAULT TO NET 30 DAYS.

- | | | |
|--------------------------------------|---|---|
| <input type="checkbox"/> NET 10 DAYS | <input type="checkbox"/> NET 45 DAYS | <input type="checkbox"/> 1% 10 DAYS NET 30 DAYS |
| <input type="checkbox"/> NET 15 DAYS | <input type="checkbox"/> NET 60 DAYS | <input type="checkbox"/> 2% 30 DAYS NET 31 DAYS |
| <input type="checkbox"/> NET 20 DAYS | <input type="checkbox"/> NET 90 DAYS | <input type="checkbox"/> 1% 30 DAYS NET 31 DAYS |
| <input type="checkbox"/> NET 30 DAYS | <input type="checkbox"/> 2% 10 DAYS NET 30 DAYS | <input type="checkbox"/> 5% 30 DAYS NET 31 DAYS |

ALL PRICING SHALL BE SUBMITTED ON THE SAME CD AS THE BID AND FORMATTED IN EXCEL '2003. BIDS WILL NOT BE ACCEPTED WITHOUT THE ACCOMPANYING CD IN YOUR SUBMITTAL. ANY RESPONSE NOT CONTAINING THE REQUIRED CD MAY BE CONSIDERED NON-RESPONSIVE AND NOT CONSIDERED FOR EVALUATION OR CONTRACT AWARD.

1.0 PRICING:

	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED ANNUAL USAGE</u>	<u>BRAND</u>	<u>CASE SIZE</u>	<u>UNIT PRICE</u>	<u>PRICE / CASE</u>
2.1	LAW ENFORCEMENT ITEMS:					
2.1.1	Intoxilyzer 8000 paper Thermal, 42 column, 57mm paper width, by the roll	as need basis	_____	_____	\$ _____	\$ _____
2.1.2	.10 gas cylinder 105 LT (for Intoxilyzer 8000), 100 per box	as need basis	_____	_____	\$ _____	\$ _____
2.1.3	Intoxilyzer evidence cards #1050-12 for Intoxilyzer 5,000 series with the Arizona Package, 100 per package SFOR124	24 packages	_____	_____	\$ _____	\$ _____
2.1.4	Intoxilyzer mouth piece lg - disposable CMI, 015007, 100 per box, SLAW342	70 boxes	_____	_____	\$ _____	\$ _____
2.1.5	Intoximeter mouth piece for Alco-Sensor III SLAW344	200 each	_____	_____	\$ _____	\$ _____
2.1.6	Mini Alco cans with valves for Alco-Sensor III, three to a package SLAW344	5 each	_____	_____	\$ _____	\$ _____

ATTACHMENT A
PRICING

2.1.7	Mouthpiece for Alco-Sensor 4 SLAW341	5000 each	_____	_____	\$ _____	\$ _____
2.1.8	Mouth piece, Intoxilyzer 300 CMI #15057, 250 per bag SLAW343	20 bags	_____	_____	\$ _____	\$ _____
2.1.9	Reusable Evidence Ties, 12"-14" Nties, 100 per package, EVI-PAQS NT-1 or equal SBOX506	40 packages	_____	_____	\$ _____	\$ _____
2.1.10	Kit, Marijuana color test, reagents for preliminary identification, 10 per box, must meet NIJ standard 0604.01 ODV NarcoPouch 908 SLAW395	250 boxes	_____	_____	\$ _____	\$ _____
2.1.11	Kit Cocaine color test, reagents for preliminary identification, 10 per box, must meet NIJ standard 0604.01 ODV NarcoPouch 904B SLAW393	300 boxes	_____	_____	\$ _____	\$ _____
2.1.12	Kit Heroin color test, reagents for preliminary identification, 10 per box, must meet NIJ standard 0604.01. ODV NarcoPouch 924 SLAW394	300 boxes	_____	_____	\$ _____	\$ _____
2.1.13	Kit Methamphetamine color test, reagents for preliminary identification, 10 per box, must meet NIJ standard 0604.01 ODV NarcoPouch 923 SLAW396	350 boxes	_____	_____	\$ _____	\$ _____
2.1.14	Traffic tape Rolatape MM12-Twin measure master SLAW331	50 each	_____	_____	\$ _____	\$ _____
2.1.15	Collar Extrication Stifneck, Laerdal #980010 no neck size SLAW337	100 each	_____	_____	\$ _____	\$ _____
2.1.16	CPR mask Microshield MDI 70-150 clear mouth barrier, disposable single use SSFT662	800 each	_____	_____	\$ _____	\$ _____
2.1.17	CPR mask with hard case Laedal # L820019 SLAW661	300 each	_____	_____	\$ _____	\$ _____
2.1.18	Pad fingerprint inkless 2" diameter round SLAW358	1000 each	_____	_____	\$ _____	\$ _____
2.1.19	Mask face TecnoL fluid shield fog-free surgical Kimberly Clark #48207 or equal 50 per box SSFT676	30 boxes	_____	_____	\$ _____	\$ _____
2.1.20	Flashlight plastic Heavy duty chemical resistant 3 D cell Energizer Industrial #1351 or equal SLAW367	150 each	_____	_____	\$ _____	\$ _____
2.1.21	Flashlight aluminum Mini Galls, 1 Watt LED Light #FL492, 3AA batteries 5 ¼" L, 7 oz, batteries included or equal	125 each	_____	_____	\$ _____	\$ _____

ATTACHMENT A
PRICING

2.1.22	Jumper cables heavy duty 12 foot 8 gauge 500 amp, Coleman Road Power #08465 or equal SLAW365	50 each	_____	_____	\$ _____	\$ _____
2.1.23	Vial box 6"x 4"x 2" heavy duty white cardboard with tuck in sides and front flaps minimum order of 1000 boxes SBOX508	1000 each	_____	_____	\$ _____	\$ _____
2.1.24	Urine Box 4"x 4" x 3" heavy duty white cardboard with tuck in sides and front flaps minimum order of 1000 boxes SBOX507	1000 each	_____	_____	\$ _____	\$ _____
2.1.25	Knife Box 16" x 3" x 2" labeled Knife box, heavy duty white cardboard with tuck in sides and front flaps, with a series of small holes in the bottom so weapon can be secured using nylon box ties. Tri Tech BOXK16x3x2 or equal.SBOX510	50 each	_____	_____	\$ _____	\$ _____
2.1.26	Gun/pistol box 13" x 8" x 2" labeled Gun box/Evidence, heavy duty white cardboard with tuck in sides and front flaps, with a series of small holes in the bottom so weapon can be secured using nylon box ties. Tri Tech BOXG12.5x7x2 or equal.SBOX509	400 each	_____	_____	\$ _____	\$ _____
2.1.27	Rifle box large 51" x 9" x 3" labeled Rifle box/Evidence, heavy duty white cardboard with tuck in sides and front flaps, with a series of small holes in the bottom so weapon can be secured using nylon box ties. Tri Tech BOXR51x9x3 or equal. SBOX512	400 each	_____	_____	\$ _____	\$ _____
2.1.28	Rifle box small 48"x 6"x 2" labeled Rifle box/Evidence, Heavy duty white cardboard with tuck in sides and front flaps, with a series of small holes in the bottom so weapon can be secured using nylon box ties. SBOX511	400 each	_____	_____	\$ _____	\$ _____
2.1.29	Respirator, Particulate, 20 per box - Gerson 1730 Type N95 SSFT657	350 boxes	_____	_____	\$ _____	\$ _____
2.1.30	Pad finger print holder Sirchie FPT-268 SLAW360	40 each	_____	_____	\$ _____	\$ _____
2.1.31	Pad fingerprint refills Porelon Sirchie FPT-268A SLAW361	30 each	_____	_____	\$ _____	\$ _____
2.1.32	Finger print slicks "Retabs" LE-42 Identicator 500 per package SLAW359	20 packages	_____	_____	\$ _____	\$ _____
2.1.33	Fingerprint ink #231 T Sirchie 4 oz. tube SLAW362	50 each	_____	_____	\$ _____	\$ _____
2.1.34	Roller Fingerprint by Sirchie SLAW363	48 each	_____	_____	\$ _____	\$ _____

ATTACHMENT A
PRICING

2.1.35	DWI Blood specimen Collection Kit by Tri Tech BA-2 SLAW345	900 each	_____	_____	\$ _____	\$ _____
2.1.36	Gunshot Residue evidence collection Kit by Tri Tech Inc. GSR-SEM(C) SLAW319	100 each	_____	_____	\$ _____	\$ _____
2.1.37	Banner Guard 3" x 100' Yellow/BlkKit "Sheriff's Line Do Not Cross" SLAW330	312 each	_____	_____	\$ _____	\$ _____
2.1.38	Helmets-Premier Crown model #6006 with full head face shield, shell color: Tan Upper, Dark Brown Lower, Hi Trim, Rank band gold SLAW329	100 each	_____	_____	\$ _____	\$ _____
2.1.39	Face shield for Premier Crown Helmet model 6006 FS-3 SLAW328	20 each	_____	_____	\$ _____	\$ _____
2.1.40	Handcuffs, Standard key nickle finish - Smith & Wesson MDL#100-350103 (or equal)	1625 each	_____	_____	\$ _____	\$ _____
2.1.41	Handcuffs, Hot Passion Pink, ASP #56180	1500 each	_____	_____	\$ _____	\$ _____
2.1.42	Handcuffs, Color Coated Pink, Hiatt Thompson #REHT2010	1000 each	_____	_____	\$ _____	\$ _____
2.1.43	Leg Irons, Peerless	1000 each	_____	_____	\$ _____	\$ _____
2.1.44	Flex cuffs, 21" Plastic cable ties 100/box SLAW338	8 boxes	_____	_____	\$ _____	\$ _____
2.1.45	Spray, Pepper (Stream) 3.3 oz, #52H2030/Sabre Red H2O SLAW382	1000 each	_____	_____	\$ _____	\$ _____
2.1.46	Spray, Pepper (Foam) 3.3 oz, #52H2030-F/Sabre Red H2O SLAW381	1300 each	_____	_____	\$ _____	\$ _____
2.1.47	Highway fuse safety flares, 20 minute without spike of wire, color red, wax-free; 36 per box, MINIMUM ORDER 400 BOXES SLAW300	700 boxes	_____	_____	\$ _____	\$ _____
2.1.48	Spray, Pepper (Cone) 4.4 oz. #520030-C/Sabre Red DPS MK-4 SLAW383	250 each	_____	_____	\$ _____	\$ _____
2.2	EYE PROTECTION ITEMS:		_____	_____	\$ _____	\$ _____
2.2.1	Safety glasses Pyramex Venture II SB1820S black frame, gray lens SSFT665	250 each	_____	_____	\$ _____	\$ _____
2.2.2	Safety glasses Pyramex Venture II SB1810S black frame, clear lens SSFT664	500 each	_____	_____	\$ _____	\$ _____
2.2.3	Glasses, Safety, Grey lens - Gleneagle #6026	120 pair	_____	_____	\$ _____	\$ _____

ATTACHMENT A
PRICING

2.2.4	Glasses, Safety, Clear (OTG) - UVEX #3001	120 pair	_____	_____	\$ _____	\$ _____
2.2.5	Glasses, Safety, (Gray OTG) - UVEX #3001	120 pair	_____	_____	\$ _____	\$ _____
2.2.6	Glasses, Safety, Gray glass only - Crews #61112	50 pair	_____	_____	\$ _____	\$ _____
2.2.7	Glasses, Safety, Clear - Crews #61110	12 pair	_____	_____	\$ _____	\$ _____
2.2.8	Goggles, Safety Impact - Crews #220	12 pair	_____	_____	\$ _____	\$ _____
2.2.9	Goggles, Safety Impact - Crews #2400	12 pair	_____	_____	\$ _____	\$ _____
2.2.10	Bacteriostatic Additive (makes 6 gallons) (70oz.) - Fendall #509	5 each	_____	_____	\$ _____	\$ _____
2.2.11	Disposable cleaning station, Bausch & Lomb - Crews LCS	15 boxes	_____	_____	\$ _____	\$ _____
2.2.12	Goggle, clear, vented, American All-Safe - Crews #220	50 pair	_____	_____	\$ _____	\$ _____
2.2.13	Clear, fog free goggle, H.L. Bouton - Crews #235	15 pair	_____	_____	\$ _____	\$ _____
2.2.14	Visor, wire screen - Paulson #AWS	25 each	_____	_____	\$ _____	\$ _____
2.3	FIRST AID SUPPLIES:					
2.3.1	First aid kits, weatherproof metal box, kits must include the following items and unit of measurements:	360 kits	_____	_____	\$ _____	\$ _____
2.3.1.1	Bandages, Adhesive 1" x 3" (16/box) - two (2) - Certified #607	150 each	_____	_____	\$ _____	\$ _____
2.3.1.2	Alcohol Preps (4/ea) - one (1) - Certified #730	150 each	_____	_____	\$ _____	\$ _____
2.3.1.3	Instant Cold Compress 4"x 5", Ammonium Nitrate SSFT651	300 each	_____	_____	\$ _____	\$ _____
2.3.1.4	Eye Flush, 1 oz. (2 each) - two (2) - Certified #699X	150 each	_____	_____	\$ _____	\$ _____
2.3.1.5	First Aid Spray, Aerosol (3 oz.) - one (1) - Certified #234	150 each	_____	_____	\$ _____	\$ _____
2.3.1.6	Gauze 2" - two (2) - Certified #634	150 each	_____	_____	\$ _____	\$ _____
2.3.1.7	Tape, Adhesive ½" x 2 ½ yd - one (1) - Certified #652	150 each	_____	_____	\$ _____	\$ _____
2.3.1.8	Bandages, woven knuckle (8/box) - one (1) - Certified #688	150 each	_____	_____	\$ _____	\$ _____
2.3.1.9	CPR kit - one (1) - Certified #810K	110 each	_____	_____	\$ _____	\$ _____
2.3.1.10	Non-adherent pads (4 each) - two (2) - Certified #628	150 each	_____	_____	\$ _____	\$ _____

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2.3.1.11	Latex gloves (1 pair) - one (1) - Certified #815	300 each	_____	_____	\$ _____	\$ _____
2.3.1.12	Alcohol pads, 200 per box - one (1) - Cert. Safety	150 each	_____	_____	\$ _____	\$ _____
2.3.1.13	Tweezers 3 ½" pt. - one (1) - Certified #783	112 each	_____	_____	\$ _____	\$ _____
2.3.1.14	Instant Cold Compress 6"x 9", Ammonium Nitrate SSFT652	300 each	_____	_____	\$ _____	\$ _____
2.4	HAND AND BODY PROTECTION:					
2.4.1	Gloves, work, leather with knuckle strap, Liberty #115 or equal SSFT600	2500 pair	_____	_____	\$ _____	\$ _____
2.4.2	Gloves, work, leather palm finger, heavy duty - Liberty #2160	2400 pair	_____	_____	\$ _____	\$ _____
2.4.3	Gloves, PVC, fully coated, long with cuffs, K/W best - Liberty #7703R	72 pair	_____	_____	\$ _____	\$ _____
2.4.4	Gloves, PVC, hot asphalt 12" insulated, large - Majestic #3374	72 pair	_____	_____	\$ _____	\$ _____
2.4.5	Gloves, Nitrile Rubber, 13 MIL ., flocked lined, large - Best #730	72 pair	_____	_____	\$ _____	\$ _____
2.4.6	Knee pads, deluxe - Allegro	12 pair	_____	_____	\$ _____	\$ _____
2.4.7	Disposable latex gloves, large - Liberty	72 pair	_____	_____	\$ _____	\$ _____
2.4.8	Neoprene chemical gloves, latex, black 12" 17 mil - Liberty #723	50 pair	_____	_____	\$ _____	\$ _____
2.4.9	Gloves, rubber, Playtex, 12" 19 mil "Hand Saver", Med - XXL - Playtex	48 pair	_____	_____	\$ _____	\$ _____
2.4.10	Traffic Vest, Safety Orange with Silver Reflective Striping, mesh - Kishigo #FV-1-SXE	120 pair	_____	_____	\$ _____	\$ _____
2.4.11	Poncho, rain, vinyl, various sizes, Orange - River City 040	120 each	_____	_____	\$ _____	\$ _____
2.4.12	Safety Vest, ANSI Class I, Orange with Lime Stripes, Large-X-Large, 3A Safety #A-1200 or equal	60 each	_____	_____	\$ _____	\$ _____
2.4.13	Safety Vest, With Silk screened Maricopa County logo, ANSI Class II, Orange with Lime Stripes, Med-4X-Large, Brite Threads #1207 or equal	60 each	_____	_____	\$ _____	\$ _____
2.4.14	Safety Pants, mesh, Orange with reflective stripes, Size Large-X-Large, Brite Threads #3107 or equal	60 each	_____	_____	\$ _____	\$ _____

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2.4.15	Safety Pants, non-mesh, Orange with lime reflective stripes, Size Large-X-Large, Brite Threads #TT-PD306-9361 or equal	60 each	_____	_____	\$ _____	\$ _____
2.4.16	Jackets, W/Zip in liner, with Maricopa County seal patch, Orange with lime reflective stripes Medium-4 X-Large, Brite Threads #TT-RA306-9299 or equal	48 each	_____	_____	\$ _____	\$ _____
2.5	HEAD PROTECTION:					
2.5.1	Helmet, Safety, Orange - Bullard #3000	24 each	_____	_____	\$ _____	\$ _____
2.5.2	Helmet, Safety, White - Bullard #3000	240 each	_____	_____	\$ _____	\$ _____
2.5.3	Helmet, Safety, Orange - Bullard #303	24 each	_____	_____	\$ _____	\$ _____
2.5.4	Helmet, Safety, White, Round Brim PITH - Bullard #303	240 each	_____	_____	\$ _____	\$ _____
2.5.5	Headgear, with ratchet Paulson - Crews #103	15 each	_____	_____	\$ _____	\$ _____
2.5.6	Suspension, Adjustable Ratchet TY - Bullard #ESRT-SL2	500 each	_____	_____	\$ _____	\$ _____
2.6	HEARING PROTECTION:					
2.6.1	Ear, plug, disposable, 32 DBA, 200 per box - Howard light Max 1 or Aearo	12 boxes	_____	_____	\$ _____	\$ _____
2.6.2	Plug, ear, reusable with case, 21 DBA - Aearo #3404002	24 each	_____	_____	\$ _____	\$ _____
2.6.3	Plug, ear, disposable American, optical (sm. - lg.) 25 DBA - Aearo #3111115	24 each	_____	_____	\$ _____	\$ _____
2.6.4	Muff, ear, noise-suppressing 29 DBA - Howard light QM-29	12 each	_____	_____	\$ _____	\$ _____
2.6.5	Muff, ear, sound-barrier with brackets for Bullard helmets 21DBA - Aearo #3303031	12 each	_____	_____	\$ _____	\$ _____
2.7	RESPIRATORY PROTECTION:					
2.7.1	Respirator, dust, 50 per box - 3M #8500	48 boxes	_____	_____	\$ _____	\$ _____
2.7.2	Respirator, dust, 50 per box - Duramask #1890 or equal (SSFT659)	48 boxes	_____	_____	\$ _____	\$ _____
2.7.3	Respirator, dust and mist 10 per package - Moldex #2300	25 packages	_____	_____	\$ _____	\$ _____
2.8	MISCELLANEOUS SAFETY ITEMS:					
2.8.1	Traffic flag, 18" x 18' with 30" staff - Kishigo #EC-1830	240 each	_____	_____	\$ _____	\$ _____

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2.8.2	Sweatband sponge 8 5/8" 100 per package - American All-Safe DB-801	48 packages	_____	_____	\$ _____	\$ _____
2.8.3	Sun Screen, SPF 25+ 4 oz "Paba Free" - Avon Arizona Naturals	1000 each	_____	_____	\$ _____	\$ _____
2.8.4	Triangle, reflector warning triangles, 3 per kit - Service & Materials #0118546 (HWT-3)	48 each	_____	_____	\$ _____	\$ _____
2.8.5	Cone, Traffic, 28" with reflective collars, Wide Body, PVC, Blaze Orange 7 1/2# base, includes McDOT logo branded on Cone - Service & Materials #2202389	5000 each	_____	_____	\$ _____	\$ _____
2.8.6	Cone, Traffic, 18" PVC Blaze 3 1/2# , includes McDOT logo branded on Cone - Service & Materials #0100109	1000 each	_____	_____	\$ _____	\$ _____
2.8.7	Banner Guard 3" x 1000' Yellow/Black "Do not cross" - National #s1743-3160-3x1000	12 each	_____	_____	\$ _____	\$ _____
2.8.8	Coveralls with hood, 25 per case Kappler - Dupont	48 cases	_____	_____	\$ _____	\$ _____
2.8.9	Coveralls, STD, 25 per case Kappler - Dupont	48 cases	_____	_____	\$ _____	\$ _____
2.8.10	Apron, M & L Kishigo 8 mil, clear PVC - Dupont	12 each	_____	_____	\$ _____	\$ _____
2.8.11	- Chicago Protective	20 each	_____	_____	\$ _____	\$ _____
2.9	MISCELLANEOUS PEPPERBALL AND LESS THAN LETHAL SUPPLIES:					
2.9.1	Scuba air fill adapter #PA-FA, individually packaged	as need basis	_____	_____	\$ _____	\$ _____
2.9.2	Hi pressure air bottle 13" #PA-HPA-13, individually packaged	as need basis	_____	_____	\$ _____	\$ _____
2.9.3	O-ring #PA-OR-FA50, pack of 50	as need basis	_____	_____	\$ _____	\$ _____
2.9.4	O-ring #P-OR-100-Ring, pack of 100	as need basis	_____	_____	\$ _____	\$ _____
2.9.5	Scuba air fill tank #P-ATK, individually packaged	as need basis	_____	_____	\$ _____	\$ _____
2.9.6	Speed pod loader #PA-Speed-1, individually packaged	as need basis	_____	_____	\$ _____	\$ _____
2.9.7	Custom Carbine #20098, individually packaged	as need basis	_____	_____	\$ _____	\$ _____
2.9.8	Bore Thunder (Muzzle Bang) 12 gauge (ALS1208), multiples of 5	as need basis	_____	_____	\$ _____	\$ _____
2.9.9	OC Muzzle Blast 12 gauge (ALS120C), multiples of 5	as need basis	_____	_____	\$ _____	\$ _____

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PRICING

2.9.10	Diversionsary Device, single use non-reloadable (ALS09NR), individually packaged, individually packaged	as need basis	_____	_____	\$ _____	\$ _____
2.9.11	Hydro-kinetic impact bag (ALS1200), multiples of 5	as need basis	_____	_____	\$ _____	\$ _____
2.9.12	Pocket Smoke, CS Grenade (ALSG278), individually packaged	as need basis	_____	_____	\$ _____	\$ _____
2.10	WATER FOR AFIS MACHINES					
	Distilled Water – Six 1-gallon bottles per case. This water is used to clean the platens on the AFIS machines (fingerprint). If any other water is used it will damage the machine and void the warranty. 1-gallon bottles are convenient and can be used to easily re-fill spray bottles.					
2.10.1		as need basis	_____	_____	\$ _____	\$ _____

ADDITIONAL PRICING per section 2.18

CATALOG DESCRIPTION/MANUFACTURER	CATALOG DATE	PRICE COLUMN TO BE USED	DISCOUNT	PRICE FIRM THROUGH
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

ATTACHMENT B

AGREEMENT PAGE

Respondent hereby certifies that Respondent has read, understands and agrees that acceptance by Maricopa County of the Respondent's Bid will create a binding Contract. Respondent further agrees to fully comply with all terms and conditions as set forth in the Maricopa County Procurement Code, and amendments thereto, together with the specifications and other documentary forms herewith made a part of this specific procurement

BY SIGNING THIS PAGE THE SUBMITTING RESPONDENT CERTIFIES THAT RESPONDENT HAS REVIEWED THE ADMINISTRATIVE INFORMATION AND DRAFT IFB CONTRACT'S TERMS AND CONDITIONS LOCATED AT <http://www.maricopa.gov/materials>. AND AGREE TO BE CONTRACTUALLY BOUND TO THEM.

Small Business Enterprise (SBE)

RESPONDENT SUBMITTING PROPOSAL

FEDERAL TAX ID NUMBER

PRINTED NAME AND TITLE

AUTHORIZED SIGNATURE

ADDRESS

TELEPHONE / FAX #

CITY STATE ZIP

DATE

WEB SITE

EMAIL ADDRESS

MARICOPA COUNTY, ARIZONA

DIRECTOR, MATERIALS MANAGEMENT

DATE

CHAIRMAN, BOARD OF SUPERVISORS

DATE

ATTESTED:

CLERK OF THE BOARD

DATE

APPROVED AS TO FORM:

DEPUTY MARICOPA COUNTY ATTORNEY

DATE

ATTACHMENT C

RESPONDENT REFERENCES

RESPONDENT SUBMITTING BID: _____

1. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

2. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

3. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

4. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

5. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

EXHIBIT 1

VENDOR REGISTRATION AND SMALL BUSINESS PROGRAM INFORMATION

On-Line Registration is FREE and REQUIRED for all vendors.

Register On-line at www.maricopa.gov/materials

It is **required** that you **select an appropriate commodity code(s)** associated with your line of business.

Upon completion of your on-line registration, you are responsible for updating any changes to your information. Please retain your Login ID and Password for future use.

If you have any questions, email us at VendorReg@mail.maricopa.gov.

SMALL BUSINESS PROGRAM

(MCBIZ)

"It is Maricopa County's policy to provide small businesses the opportunity to participate in the County's solicitation process for consideration to fulfill the requirements for various commodities and services.

Maricopa County's small business program specifically targets procurements of \$50,000 and less. However, Maricopa County encourages small business enterprises to submit responses to available solicitations for consideration.

Maricopa County's small business policy can be found on the Materials Management website at <http://www.maricopa.gov/materials/help/sbe.asp>."