

AMENDMENT NO. 1
Street Sweeping Services
(City of Glendale, Contract No. C20-1061)

This Amendment No. 1 (“Amendment”) to the Street Sweeping Services (“Agreement”) is made this _____ day of _____, 2022, (“Effective Date”), by and between the City of Glendale, an Arizona municipal corporation (“City”) and Cands Street Sweeping Service, dba C & S Sweeping Services, Inc., an Arizona corporation authorized to do business in Arizona (“Contractor”).

RECITALS

- A. City and C & S Sweeping Services, Inc. (“Contractor”) previously entered into Linking Agreement, Contract No. C20-1061, dated November 24, 2020 (“Agreement”); and
- B. The Maricopa County Contract, Contract No. 200220-S had an initial two-year term beginning on September 30, 2020 through September 30, 2022, with the option to extend an additional four-years allowing the contract to be extended through September 30, 2026; and
- C. City and Contractor wish to modify and amend the Agreement subject to and strictly in accordance with the terms of this Amendment.

AGREEMENT

In consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Contractor hereby agree as follows:

- 1. **Recitals.** The recitals set forth above are not merely recitals but form an integral part of this Amendment.
- 2. **Term.** The term of the Agreement is extended for a one-year period from September 30, 2022 through September 30, 2023, unless otherwise terminated or canceled as provided by the Agreement. All other provisions of the Agreement except as set forth in this Amendment shall remain in their entirety.
- 3. **Scope of Work.** The Scope of work is unchanged.
- 4. **Compensation.** The Compensation is unchanged. The price adjustment contained in the Maricopa County extension is incorporated herein and imposed retroactively effective date of October 1, 2022.
- 5. **Insurance Certificate.** Current certificate will expire on September 1, 2023 and a new certificate applying to the extended term must be provided prior to this date to Materials Management and the Contract Administrator.

6. **Non-discrimination.** Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.
7. **No Boycott of Israel.** To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.
8. **Attestation of PCI Compliance.** When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.
9. **Ratification of Agreement.** City and Contractor hereby agree that except as expressly provided herein, the provisions of the Agreement shall be, and remain in full force and effect and that if any provision of this Amendment conflicts with the Agreement, then the provisions of this Amendment shall prevail.

[Signatures on the following page.]

CITY OF GLENDALE, an Arizona
municipal corporation

Kevin R. Phelps, City Manager

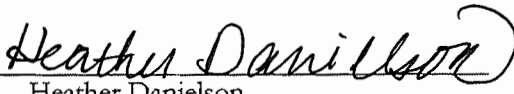
ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

Cands Sweeping Services, Inc., dba
C & S Sweeping Services, Inc.
an Arizona corporation


By: Heather Danielson
Its: Operations Manager

4/29/2021

SERIAL 200220-S STREET SWEEPING SERVICES

DATE OF LAST REVISION: September 15, 2022 CONTRACT END DATE: September 30, 2023

CONTRACT PERIOD THROUGH SEPTEMBER 30, 2022 2023

TO: All Departments
FROM: Office of Procurement Services
SUBJECT: Contract for **STREET SWEEPING SERVICES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **September 10, 2020 (Eff. 10/01/20)**.

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



Kevin Tyne, Chief Procurement Officer
Office of Procurement Services

LN/mm

Attach

Copy to: Office of Procurement Services
 Suzi Williams, MCDOT
 Doreen Toby, MCDOT
 Tony Delsol, MCDOT

(Please remove Serial 180250-S from your contract notebooks)

CANDS STREET SWEEPING SERVICE, DBA: C & S STREET SWEEPING SERVICES, INC, PO BOX 24479, PHOENIX, AZ 85074

COMPANY NAME:	C&S Sweeping Services, Inc.
DOING BUSINESS AS (dba):	
MAILING ADDRESS:	PO Box 24479 Phoenix, AZ 85074
REMIT TO ADDRESS:	PO Box 24479 Phoenix, AZ 85074
TELEPHONE NUMBER:	602-252-9471
FAX NUMBER:	602-252-9216
WWW ADDRESS:	www.candssweeping.com
REPRESENTATIVE NAME:	Heather Danielson
REPRESENTATIVE TELEPHONE NUMBER:	602-252-9471
REPRESENTATIVE EMAIL ADDRESS	heather@candssweeping.com

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

PAYMENT TERMS: 2% 10 DAYS NET 30

Title	Unit Price	Unit Price Eff. 10/1/22	Qty	UofM
Base Sweeping Services- 7 Sweeps Annually Approximately 5404 CLM	\$75.27	\$89.98	5404	lane mile
Rural Low Volume Sweeping Services-w/no curb & gutter-7 Sweeps Annually 379 CLM	\$78.53	\$89.33	379	lane mile
Base Sweeping Service-Emergency Call Out	\$58.91	\$67.50	35	hour
Sweeping other than regular sweeping/Optional Sweeping	\$95.53	\$112.70	5	hour
Sweeping off-hours and weekends/Optional Sweeping	\$102.44	\$121.20	5	hour
Special Event Sweeping	\$95.53	\$113.40	5	hour
7 Foot Side cast (Kick Broom)	\$82.49	\$97.90	5	hour
14 Foot Side cast (Kick Broom)	\$220.95	\$258.50	5	hour

PRICING SHEET: NIGP CODE: 48556, 48656, 96874

Terms: 2% 10 DAYS NET 30

Vendor Number: VC0000007998

Certificates of Insurance Required

Contract Period: To cover the period ending **September 30, 2022 2023.**

STREET SWEEPING SERVICES

1.0 INTENT

- 1.1 The intent of this solicitation is to establish a contract to provide personnel, materials, and equipment for street sweeping services for Maricopa County (County), as indicated in the specifications below. This service shall be authorized by purchase order only. It is the intent of Maricopa County Department of Transportation (MCDOT) to award this to contract to a minimum of two vendors.
- 1.2 Other governmental entities under agreement with Maricopa County (County) may have access to services provided hereunder (see also Sections 3.9 and 3.10 below).
- 1.3 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.
- 1.4 County reserves the right to award this contract to multiple vendors. 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.

2.0 SPECIFICATIONS

2.1 DEFINITION OF TERMS

- 2.1.1 For the purpose of these specifications, the following words or terms shall be defined as hereinafter set forth.
- 2.1.2 "Agreement" shall mean the agreement for the sweeping and disposal of debris from the streets of the Maricopa County Department of Transportation.
- 2.1.3 "Center line mile" shall mean the number of miles, to the nearest 1/100 of a mile, as measured along the center line of the street, whether or not there is a median.
- 2.1.4 "Contractor" shall mean the person, corporation or partnership performing street sweeping services under contract with the County.
- 2.1.5 "County" shall mean the Maricopa County Department of Transportation, its officers, employees, or representatives.
- 2.1.6 "Debris" shall mean all litter, rubbish, leaves, sand, dirt, garbage, and other foreign material removable from a paved street with PM10 compliant dustless type and mechanical street sweepers.
- 2.1.7 "May" shall be permissive.
- 2.1.8 "Representative" shall mean the Maricopa County Department of Transportation maintenance representative.
- 2.1.9 "Rural low volume roadways" shall mean streets without curb and gutter.
- 2.1.10 "Shall" shall be mandatory.
- 2.1.11 "Street" shall mean all dedicated public right-of-way within the existing or future limits of Maricopa County Department of Transportation which are paved. The term "street" shall include other paved areas as directed.

2.1.12 "Street sweeping" shall mean the removal by dustless type machine and mechanical sweepers of all debris from all portions of a street.

2.1.13 "Sweepings" shall mean all debris removed from streets.

2.2 SERVICE REQUIRED

2.2.1 Street sweeping services shall include furnishing all labor, equipment, tools, fuel, materials, insurance, supervision, and all other items incidental thereto, and performing all work necessary as specified. The contractor shall provide a yard for parking, maintenance, and storage of all equipment at no expense to the County. The contractor shall provide street sweeping services as follows:

2.2.1.1 Street sweeping shall take place on designated arterial (major), collector, commercial, residential, and rural residential streets as indicated by MCDOT.

2.2.1.2 All streets shall be swept in accordance to their designated cycle of a two-week, four-week, or eight-week sweep, unless otherwise scheduled by/with the County (see below, sections 2.8 , 2.9 and 2.10)

2.2.2 Additional Services

2.2.2.1 Additional services, including emergency call-outs or special sweeps, shall be performed by the contractor, upon request by County or its representatives.

2.2.2.2 Response time for all emergency call outs shall be no longer than four hours after initial contact.

2.2.3 Changes in Services

During the term of this agreement or any extension thereof, the County may elect to increase or decrease the frequency or number of miles of street sweeping services. County shall notify the contractor of an increase or decrease in miles by written (email) notification.

2.3 AREAS TO BE CLEANED: Arterial, Collector, Rural Residential, and Commercial Streets

2.3.1 The entirety of each street shall be swept as needed. No debris shall be left anywhere on the street pavement after sweeping is completed.

2.3.2 The entire length of all curbs (including median curbs and curb returns) shall be swept each time the associated street is swept.

2.3.3 Rural Low Volume Residential streets (streets without curb and gutter) shall be swept, including all paved areas, so that no debris shall be left anywhere on the street pavement after sweeping is completed.

2.3.4 The following items are not the responsibility of the contractor, and, if discovered, contractor must call to report them, as indicated:

2.3.4.1 Explosives, gases, flammable or combustible liquids or solids - call 911

2.3.4.2 Dead animals, oil spills, large debris on/or blocking roadway - call MCDOT Dispatch, 602-506-6063

2.4 SWEEPING PRACTICES

- 2.4.1 A minimum of three sweepers for center lane miles and two sweepers for Rural Low Volume Residential roads shall be required. Any deviation must be approved by the MCDOT representative.
- 2.4.2 At all times the contractor shall use good sweeping practices and shall exercise due care so as to prevent spilling, scattering, or dropping of refuse throughout sweeping activity, and shall immediately clean up such spillage, dropping, or scattering. Sweeping practices include, but are not limited to:
 - 2.4.2.1 Adjust spray nozzles to keep dust, caused by sweeping, to a minimum.
 - 2.4.2.2 Center dirt reflector and main drag shoes shall be properly maintained and adjusted, as shall any other device that is designed to direct debris or dirt into the path of the rear broom.
 - 2.4.2.3 Sweeping speed shall be adjusted to street conditions with a maximum speed of eight miles per hour. Patterned concrete medians, crosswalks, and radius shall be swept at a maximum speed of three miles per hour.
 - 2.4.2.4 Sweeper operators may come upon vehicles parked in the street, as Maricopa County does not have restrictions for street parking. Sweepers may be operated as close to parked vehicles or other obstacles as safety allows, proceeding at no more than three miles per hour. Any damage caused by a street sweeper to vehicles parked on the street will be the responsibility of the contractor.

2.5 DISPOSAL

- 2.5.1 The contractor shall transport and dispose of all sweepings in accordance with A.R.S. Title 49 Chapter 4 and all applicable County, state, and Federal requirements.
- 2.5.2 The County shall be notified which disposal site(s) are used. Include a list of disposal sites as Exhibit 11, indicating any disposal sites that the contractor may use. Contractor is responsible for notifying the County before using a disposal site that is not on the list, and keeping the list of possible disposal sites current, alerting the County if there is a change to the list.
- 2.5.3 Sweepings are not to be off-loaded at temporary storage sites.
- 2.5.4 The contractor shall be solely responsible for any fees involved in disposal.

2.6 CONSTRUCTION RELATED PROBLEMS AND TRAFFIC AND STORM DEBRIS

- 2.6.1 Dirt and debris carried onto streets from identifiable construction sites is not considered the responsibility of the contractor if the debris is located within 500 feet of the construction site.
- 2.6.2 Beyond 500 feet and to 999 feet of the construction site, the contractor will be responsible for making four separate passes in front of each site at a speed below the contract limit, regardless of the condition. The contractor shall report construction areas daily to the MCDOT representative.
- 2.6.3 The contractor will be required to totally clean all debris carried by traffic to areas beyond 1,000 feet from responsibility.

- 2.6.4 Storm clean up and sweeping must be completed as soon as possible. Night sweeping will be permitted upon MCDOT request for normal storm clean up, at no additional cost to County.

2.7 STANDARD OF PERFORMANCE

- 2.7.1 Contractor shall remove all debris from all streets and radius every sweeping cycle. **The contractor shall make as many passes as necessary to accomplish the task.** This action will include removal of spills of concrete, rock, gravel, accident debris, etc. Items of excessive size, such as cardboard, palm fronds, large gravel, etc. shall be physically picked up and place in the hopper by the operator or other personnel.
- 2.7.2 Contractor shall clean all sidewalks and driveways as needed or as requested by the MCDOT representative or authorized representative, removing all debris left due to spilling, scattering, or dropping of debris/refuse during sweeping activity.

2.8 HOURS OF OPERATION

- 2.8.1 Standard operating hours for street sweeping under this agreement shall be Monday through Thursday, between the hours of 7:00 a.m. and 4:00 p.m. MST, with the following exceptions:
 - 2.8.1.1 Area 2-A (two-week sweep): 2:00 a.m. MST until complete
 - 2.8.1.2 McDowell Rd., Alma School Rd to Country Club (two-week sweep): 1:30 a.m. MST until complete
 - 2.8.1.3 Area 2-B (two-week sweep): 2:30 a.m. MST until complete
 - 2.8.1.4 Gilbert Rd, Loop 202 to SR 87 (two-week sweep): 1:30 a.m. MST until complete
 - 2.8.1.5 No sweeping in Dreaming Summit Subdivision on Wednesdays (trash pickup day)

2.9 HOLIDAYS

- 2.9.1 The following is a list of County-observed holidays on which contract service shall not be performed:
 - 2.9.1.1 New Year's Day
 - 2.9.1.2 Martin Luther King Day
 - 2.9.1.3 President's Day
 - 2.9.1.4 Memorial Day
 - 2.9.1.5 Independence Day - July 4th
 - 2.9.1.6 Labor Day - First Monday in September
 - 2.9.1.7 Veteran's Day
 - 2.9.1.8 Thanksgiving Holiday - Fourth Thursday and Friday in November
 - 2.9.1.9 Christmas Day
- 2.9.2 When a holiday named herein falls on Saturday or Sunday, special scheduling adjustments by the contractor may be required. All such adjustments must be approved by the County.
- 2.9.3 Holiday street sweeping schedules must be submitted to the County representative seven days prior to a holiday. Holiday make up sweeping may not be required.

2.9.4 During the week of a holiday, the contractor shall adjust the weekly schedule so as to return to the normal weekly schedule the following week.

2.10 WEATHER CONDITIONS

2.10.1 The authorized MCDOT representative reserves the right to be the sole judge if the weather is too inclement to allow for street sweeping.

2.10.2 The County reserves the right to direct schedule changes that are due to inclement weather.

2.10.3 When adverse weather interrupts street sweeping, the contractor shall adjust the work schedule so as to return to the normal weekly schedule the following week.

2.10.4 In the event of an inclement weather day, the contractor's field inspector shall obtain approval from the MCDOT representative to carry out the day's street sweeping.

2.11 CONTRACTOR QUALIFICATIONS

2.11.1 Contractor shall have provided a minimum of three years of street sweeping services to an entity of a similar size and with similar needs as the County. Contractor will be asked to provide at least two references indicating satisfactory performance for such contracts.

2.11.2 Contractors shall have operating facilities located in Maricopa County

2.11.3 ~~Contractors who have had a contract terminated for poor performance in the last 5 years will be disqualified from the bidding process.~~ **Contractor shall include with their bid any contract within the last five years that was terminated before expiration by any federal, state, or local government entity and shall state the circumstances that lead to the termination decision.**

2.12 CONTRACTOR'S EMPLOYEE REQUIREMENTS

2.12.1 Identification

Contractor's employees shall be required to wear a clean uniform bearing contractor's name. Employees who normally and regularly come into direct contact with the public shall bear some means of individual identification, such as a nametag or identification card.

2.12.2 Driver's License

Employees driving the contractor's vehicles shall at all times possess and carry a valid Commercial Driver's License issued by the State of Arizona.

2.12.3 Additional Qualification

Contractor's vehicle operators shall have completed ATTSA Safety Training, Flagger Training, and Traffic Control Technician Training. Operators shall always carry their Flagger Training Certification when working.

2.12.4 Conduct

2.12.4.1 Contractor's employees and subcontractors shall not identify themselves as being employees of MCDOT.

2.12.4.2 Employees shall conduct themselves in such a manner as to avoid embarrassment to MCDOT, and shall be courteous to the public.

2.12.4.3 The County retains the right to require a particular operator be removed from working on this contract.

2.13 CONTRACT COMPLAINTS AND DEFICIENCIES

2.13.1 Complaints and Requests for Service

2.13.1.1 Contractor's local office shall have 24-hour telephone service and a responsible person in charge, Monday through Sunday, to receive all complaints/requests for service forwarded by MCDOT.

2.13.1.2 All complaints shall be resolved in an expeditious manner within the 24-hour period following a complaint/request.

2.13.2 Complaints Received by the County

2.13.2.1 The County will notify the contractor by in writing by email of each contract complaint reported. Contractor may also be notified by telephone in case of the need for urgent response.

2.13.2.2 Daily complaint and deficiency reports will be prepared by the County and will be submitted to the contractor by 4:30 p.m. MST on the next County workday.

2.13.2.3 Reports of unsatisfactory performance will include a description of the deficiency and the location of the deficiency, and shall result in the contractor street sweeping the affected area in its entirety, at no additional cost to the County, and scheduled in such a way that it does not impact previous scheduling, until performance is deemed satisfactory by MCDOT. The area must be inspected, and services deemed satisfactory prior to services for the affected area being invoiced.

2.13.2.4 If a complaint is made by a customer and the driver and/or street sweeper is still in the area, they may be called back to correct the issue.

2.13.3 Complaints Received by Contractor

The contractor shall submit to the County representative a written account of all complaints received on a daily basis. The written account shall include detailed information regarding the complaint including the issue, and related detail about the date, time, area and/or locations.

2.13.4 Deficiencies in Service

2.13.4.1 A deficiency in service is failure to perform per contract specifications.

2.13.4.2 Each area unsatisfactorily cleaned will be considered a separate deficiency unless located with the same continuous mile section on the same street.

2.13.4.3 Service deficiencies must be corrected within 24 hours of receipt of a deficiency notice, at no cost to the County. Failure of the contractor to do so will result in a deduction, from the next payment, of at least the cost of one center mile and equal to the contract unit cost for the center miles where the deficiency exists. More than six deficiencies per quarter may result in termination for default as per Section 4.17 – Termination for Default.

2.13.4.4 Failure to correct a deficiency within 24 hours of the notice shall be considered failure to perform. MCDOT will only pay for work completed without deficiencies.

2.14 CONTRACTOR/COUNTY COMMUNICATIONS

2.14.1 Local Office

2.14.1.1 Throughout the period of this contract, the contractor shall establish and maintain an office/dispatch and an authorized managing agent in the Phoenix Metropolitan area. Contractor's shall have a managing agent who shall serve as the point of contact and is responsible for communicating with the County.

2.14.1.2 The managing agent shall be able to conduct immediate communication in English during the performance of this contract.

2.14.2 County Contact

2.14.2.1 The overall contract administrator for the County is the Office of Procurement Services.

2.14.2.2 For daily operations, the County's point of contact will be the authorized MCDOT representative.

2.14.3 Field Inspector

2.14.3.1 The contractor shall have a field inspector available via telephone and mobile response during all street sweeping hours.

2.14.3.2 The field inspector shall have a cellular telephone at all times during work operations. The phone number for the cellular phone must be provided to an authorized MCDOT representative.

2.14.3.3 The field inspector shall be responsible for inspection of streets being swept and shall identify special requirements and deficiencies. When applicable, the field inspector shall make contact with the County's representative for the purpose of exchanging information regarding days sweeping, including production and/or notable discrepancies.

2.14.3.4 The field inspector shall notify the MCDOT representative of the weekly sweeping schedule 72 hours in advance. The field inspector shall submit to the representative a schedule showing areas and/or units complete at the end of each week.

2.14.3.5 The field inspector shall adjust work hours to coincide with the MCDOT operational hours (see Section 2.8 – Hours of Operation).

2.15 ROUTING AND SCHEDULING

2.15.1 The contractor shall provide the County with:

2.15.1.1 Route maps. County reserves the right to request routing changes at any time during the term of the contract term.

2.15.1.2 An annual schedule at renewal or as roads are added or annexed.

2.15.1.3 A weekly schedule that reflects the current week's services based on two-week, four-week, and eight-week sweep cycles. The upcoming

weekly schedule shall be emailed/delivered every Thursday for the following week (Monday – Thursday). Contractor shall use and provide the County a weekly spreadsheet to assist in managing the contract sweep schedule.

- 2.15.1.4 A completed schedule of the current week that shall be sent on Friday of that week by 4:00 p.m. MST.
- 2.15.2 The contractor shall keep routing and schedule information current at all times.
- 2.15.3 The schedule of sweeping shall be provided to the County no later than 10 days prior to the initiation of sweeping operations or changes in operation.
- 2.15.4 The contractor shall use the County Operations Management Software to schedule and track work. This software and any licensing requirements will be provided to contractor by the County.
- 2.15.5 The County will provide training for the contractor to help with scheduling.
- 2.16 **CONTRACTOR'S EQUIPMENT AND VEHICLE REQUIREMENTS**
 - 2.16.1 The vehicle used by the field inspector shall not be a sweeper.
 - 2.16.2 Sweeping Equipment - Type, Quantity, and Condition
 - 2.16.2.1 Upon implementation of this contract, the contractor's sweeper fleet shall consist of 2016 models, or newer, of the latest design and construction, and shall not be prototype models. Any changes in the contractor's sweeping equipment from the initial equipment must have prior approval of the County.
 - 2.16.2.2 The contractor shall provide and maintain during the entire period of the contract a fleet of not less than:
 - 2.16.2.2.1 three regenerative air system sweepers, with a filtering system capable of trapping particles in a 10 micron or smaller rated filter and be equipped with GPS; and
 - 2.16.2.2.2 two dustless type mechanical sweepers with a filtering system capable of trapping particles in a 10 micron or smaller rated filter.
 - 2.16.2.3 A sufficient quantity of backup equipment must be available, equipped with working GPS, to be able to ensure the sweeping schedule will not be disrupted should regularly scheduled vehicles be out of order .
 - 2.16.2.4 All vehicles must, at all times, be maintained in good repair, appearance, and sanitary condition. The County reserves the right to inspect the contractor's vehicles at any time to ascertain said condition. The County representative shall have the right to "shut down" immediately, upon inspection, any vehicle/sweeper deemed unsafe or unsatisfactory during performance of this contract.
 - 2.16.2.5 The contractor shall furnish the County with a list identifying all equipment to be used in fulfilling this agreement (Exhibit 5), and notify the County of any additions or deletions. The list shall be submitted electronically, in writing, to the County representative when equipment is added or removed from service.

2.16.2.6 To meet PM10 compliance, the sweeper fleet shall meet the requirements of the South Coast Air Quality Management District (SCAQMD) Rule 1186 list of Certified Street Sweepers (see Exhibit 8). The entire Rule 1186 and 1186 Appendix A (Rule 1186-Certified Street Sweeper Compliance Testing) can be downloaded from the AQMD website at <http://www.aqmd.gov/home/rules-compliance/rules>.

2.16.3 Equipment Identification

All vehicles and equipment used by the contractor must be clearly identified with the name of the company, address of local office, and phone number of local office on each side of the equipment. Also, the words, "Under contract to the Maricopa County Department of Transportation," must be on all equipment, including personnel transportation vehicles. The letters shall be at least three inches high and of proportionate width.

2.16.4 Equipment Safety Requirements

All equipment must be equipped in accordance with state laws, and shall be equipped with an amber lens flasher visible for one mile in a 360-degree pattern. Six-inch diameter hazard lights that operate independently of the brake lights must be visible from the rear. An arrow board (30" x 60") must be on all sweepers and must be fully operational. Sweepers must have rotating beacons and backup alarms.

2.16.5 Minimum Sweeping-Width Required

Equipment must be capable of sweeping a minimum width of eight feet, measured with all brooms in the sweeping position. Equipment without this capability are not acceptable.

2.17 EQUIPMENT AVAILABILITY

2.17.1 The total number of sweepers required (less standby units) shall be available for work a minimum of four days per week during normal work hours. Each sweeper shall have its own regularly designated operator and scheduled route each day. The field inspector will be required to report any and all sweeper breakdown and repairs to the MCDOT representative, designee, or his/her assigned representative immediately. This information shall also be reported on the daily written report. Contractor or contractor's field inspector shall make comments into the remark section of the sweep schedule explaining the reason a sweep was not on schedule.

2.17.2 The County considers that it is paying for immediate availability of each sweeper, between the hours of 6:00 a.m. MST until completion of routes, on any day a full route is scheduled, unless the County has approved suspension of work due to inclement weather.

2.18 AUTOMATIC VEHICLE LOCATION (AVL) AND FLEET MANAGEMENT SYSTEM (FMS)

2.18.1 Contractor shall provide a complete AVL and FMS for the purpose of monitoring street sweeping activities.

2.18.2 The AVL shall interface with an FMS provided by the contractor and be accessible to authorized County staff with a login and password via the internet on a secure website.

2.18.3 The AVL shall include the capability to initiate data broadcasting to the secured website when brooms are activated or lowered to begin sweeping. Data shall be

able to broadcast in, at a minimum, but not be limited to, 30 second intervals to the secured website for monitoring.

2.18.4 In order for MCDOT to monitor the efficiency of the street sweeping operation, the following information shall be provided by the AVL and FMS:

2.18.4.1 PERFORMANCE: The AVL shall be able to determine when the street sweeper is performing street sweeping operations.

2.18.4.2 SPEED: The AVL shall be able to monitor the vehicle speed during the street sweeping operation and report it through the FMS. The speed shall be measured in one mile per hour increments. The AVL shall be able to measure speeds accurately from a minimum of three miles per hour to a maximum of 25 miles per hour.

2.18.4.3 TRACKING: The AVL shall be able to track the street sweeper's location with an accuracy of within 50 feet or less of the actual location. The FMS system shall show, but not be limited to indicating, the following: vacuum on, gutter or center brush down and working, and the location of a single vehicle or all the vehicles. It is preferred that the street sweeper's location be displayed on a street map window with user-controlled sizing and map location viewing.

2.18.4.4 MANAGEMENT REPORTS: At a minimum, the FMS system shall be able to provide daily management reports on all the street sweepers, to include information about routes cleaned and the time of day the routes were cleaned, where and when the street sweeper is disposing of debris, the name of the sweeper operator, and a vehicle identifier for the street sweeping vehicle. In addition, the AVL shall be able to generate a log type report of each street sweeping occurrence, sweeping location (street names, longitude and latitude), and duration, as well as reporting how fast the street sweeper is traveling at all times including any occurrence of the street sweeper operating in excess of eight miles per hour while performing a street sweeping operation. Reports shall be accessible by the contractor and by County staff via the secured website.

2.18.4.5 RELIABILITY: The AVL – FMS shall maintain a 95 percent accuracy performance level.

2.18.4.6 COVERAGE: The AVL – FMS coverage area shall include all of Maricopa County.

2.18.4.7 AVAILABILITY: All monitored functions shall be available upon the request of the MCDOT representative or his/her designee and the County Public Works GIS Division.

2.18.5 If no AVL – FMS record of a street sweeping occurrence is produced, the County is not liable for payment for service to said area/unit. In circumstances when GPS connection is lost, County may accept alternate data to indicate services are being performed as per this contract.

2.19 PRICING: MEASUREMENT FOR PAYMENT

Contractor shall provide pricing as line items in BidSync based on the following:

2.19.1 Regular Service Pricing as defined in BidSync solicitation line items.

2.19.1.1 Service shall be priced by the total number of centerline miles swept satisfactorily. The miles shall be calculated to the nearest hundredth of a

mile. Intersections shall not be measured in both directions when routes cross.

2.19.1.2 Rural Low Volume Residential roads will be measured for payment by the total number of miles swept satisfactorily. Intersections shall not be measured in both directions when routes cross.

2.19.2 Additional Service Pricing as defined in BidSync solicitation line items.

2.19.2.1 Emergency Service: Cost for emergency service will be based on an hourly fee. Call outs will be calculated by the actual hours spent sweeping plus the shortest travel time between the local facility to or from the work site. Travel time longer than 30 minutes must be justified on the daily report. The hours will be calculated to the nearest one-half hour (30 minutes).

2.19.2.2 Special Event Sweeping: Cost shall be priced based on an hourly fee. Cost shall be based on actual hours of sweeping, not by center mile.

2.19.3 Contingency Bid Items

2.19.3.1 Residential Sweeping - Residential sweeping shall be in accordance with professional street sweeping policies as supported by NAPSA code of ethics..

2.19.3.1.1 All coordination for residential sweeping shall be made with the field inspector. He/she shall ensure daily operator reports are properly completed and forwarded to the MCDOT representative weekly.

2.19.3.1.2 Sweeping hours for residential streets shall be 7:00 a.m. to 4:00 p.m. MST, Monday through Thursday, or as approved schedules deem necessary. Residential streets may be scheduled every eighth week (a total estimate of seven sweeps per year), every fourth week (a total estimate of 13 sweeps per year), or every second week (a total estimated of 26 sweeps per year). Schedules shall be submitted for approval at least 72 hours prior to weekly sweeping operations. MCDOT shall furnish specific street mileage lists upon approval for incorporating residential sweeping.

2.20 PAYMENT FOR SERVICE

2.20.1 Regular Service

2.20.1.1 The contractor must electronically invoice the County on a weekly basis for the amount of service actually performed. The contractor invoices shall state the area swept and the number of center line miles swept thereon.

2.20.1.2 If there are any deficiencies which were not corrected in the specified time, or areas not completed due to adverse weather, services for those areas shall be invoiced on the billing cycle when services have been performed.

2.20.1.3 Contractor shall not be paid for sweeps that do not meet schedule.

2.20.1.4 Invoices must be received by County representative no later than each Tuesday at 11:00 a.m. MST for the previous weeks sweeping.

2.20.2 Additional Service

The contractor must invoice the County on a weekly basis for all additional service. The invoice must state the type service (emergency or special sweep).

2.20.3 County will provide training for the contractor to help with County provided software used for invoicing.

3.0 PURCHASING REQUIREMENTS

3.1 ACCEPTANCE

Upon completion, services shall be deemed accepted and the warranty period shall begin. Successful service delivery shall be defined as a) material(s)/equipment is installed (as necessary) and fully operational; and b) the department has deemed all service/work completed, including but not limited to any inspection, repair, installation, design, development, deployment, operation, and initial training, (as applicable). Additionally, all documentation shall be completed prior to final acceptance.

3.2 USAGE REPORT

Contractor shall furnish the County a usage report, upon request, delineating any activity governed by the contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

3.3 BACKGROUND CHECK

Bidders/proposers need to be aware that they may be required to pass multiple background checks (e.g. Sheriff's Office, County Attorney's Office, Courts, as well as County general government) to determine if the respondent is acceptable to do business with the County. This applies to (but is not limited to) the company, subcontractors, and employees.

3.4 INVOICES AND PAYMENTS

3.4.1 Contractor shall submit one legible copy of their detailed invoice before payment(s) will be made. Incomplete invoices will not be processed. At a minimum, the invoice must provide the following information:

- Company name, address, and contact information
- 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 (e.g., number of days or weeks)
- Contract item number(s)
- Description of purchase (product or services)
- Pricing per unit of purchase
- Extended price (by line item)
- Mileage w/rate (if applicable)
- Arrival and completion time (if applicable)
- GPS reports to substantiate services performed on all units being invoiced
- Drivers' and field inspectors' logs for areas where County acknowledges GPS does not function
- Total amount due

3.4.2 Problems regarding billing or invoicing shall be directed to the department as listed on the purchase order.

- 3.4.3 Payment shall only 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 accessible through the County Department of Finance Vendor Registration website at <https://www.maricopa.gov/5169/Vendor-Information>.
- 3.4.4 Discounts offered in the contract shall be calculated based on the date a properly completed invoice is received by the County.
- 3.4.5 EFT payments to the routing and account numbers designated by the contractor shall include the details on the specific invoices that the payment covers. Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

3.5 APPLICABLE TAXES

- 3.5.1 It is the responsibility of the contractor to determine any and all applicable taxes and include those taxes in their proposal. The legal liability to remit the tax is on the entity conducting business in Arizona. Tax is not a determining factor in contract award.
- 3.5.2 The County will look at the price or offer submitted and will not deduct, add, or alter pricing based on speculation or application of any taxes, nor will the County provide contractor any advice or guidance regarding taxes. If you have questions regarding your tax liability, seek advice from a tax professional prior to submitting your bid. You may also find information at <https://www.azdor.gov/Business.aspx>. Once your bid is submitted, the offer is valid for the time specified in this solicitation, regardless of mistake or omission of tax liability. If the County finds over payment of a project due to tax consideration that was not due, the contractor will be liable to the County for that amount, and by contracting with the County agrees to remit any overpayments back to the County for miscalculations on taxes included in a bid price.
- 3.5.3 Tax Indemnification: Contractor and all subcontractors shall pay all Federal, State, and local taxes applicable to their operation and any persons employed by the contractor. Contractor shall, and require all subcontractors to, hold the County harmless from any responsibility for taxes, damages, and interest, if applicable, contributions required under Federal and/or State and local laws and regulations, and any other costs including: transaction privilege taxes, unemployment compensation insurance, Social Security, and Workers' Compensation. Contractor may be required to establish, to the satisfaction of County, that any and all fees and taxes due to the City or the State of Arizona for any license or transaction privilege taxes, use taxes, or similar excise taxes are currently paid (except for matters under legal protest).

3.6 PERFORMANCE

It shall be the contractor's responsibility to meet the proposed performance requirements. The County reserves the right to obtain services on the open market in the event the contractor fails to perform, and any price differential will be charged against the contractor.

3.7 WARRANTY

- 3.7.1 All services furnished under this contract shall conform to the requirements of this contract.

3.7.2 Service and/or Repair Warranty

3.7.2.1 The warranty shall cover all parts and labor for a period of one year from formal acceptance by the County. Any manufacturer warranty beyond one year shall be passed on to the County.

3.7.2.2 Contractor shall indicate on the price sheet the duration of the warranty and any applicable limitations or conditions which may apply.

3.7.2.3 Contractor agrees that it will, at its 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. Contractor shall guarantee the services to be supplied comply with all applicable regulations.

3.8 POST AWARD MEETING

Contractor may be required to attend a post-award meeting with the department to discuss the terms and conditions of this contract. This meeting will be coordinated by the procurement officer of the contract.

3.9 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (SAVE)

The County is a member of the SAVE cooperative purchasing group. SAVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the SAVE Cooperative Purchasing Agreement, and with the concurrence of the successful respondent under this solicitation, a member of SAVE 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 SAVE, state so in your bid. 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 bid. The County assumes no responsibility for any purchases by using entities.

3.10 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPAs)

County currently holds ICPAs with numerous governmental entities. These agreements allow those entities, with the approval of the contractor, to purchase their requirements under the terms and conditions of the County contract. It is the responsibility of the non-County government entity to perform its own due diligence on the acceptability of the contract under its applicable procurement rules, processes, and procedures. Certain governmental agencies may not require an ICPA and may utilize this contract if it meets their individual requirements. Other governmental agencies may enter into a separate Statement of Work with the contractor to meet their own requirements. The County is not a party to any uses of this contract by other governmental entities.

4.0 CONTRACTUAL TERMS & CONDITIONS

4.1 CONTRACT TERM

This Invitation for Bids is for awarding a firm, fixed-price purchasing contract to cover a term of two years.

4.2 OPTION TO RENEW

The County may, at its option and with the concurrence of the contractor, renew the term of this contract up to a maximum of four additional year(s), (or at the County's sole discretion, extend the contract on a month-to-month basis for a maximum of six months after expiration). Contractor shall be notified in writing by the Office of Procurement

Services of the County's intention to renew the contract term at least 60 calendar days prior to the expiration of the original contract term.

4.3 CONTRACT COMPLETION

In preparation for contract completion, the contractor shall make all reasonable efforts for an orderly transition of its duties and responsibilities to another provider and/or to the County. This may include, but is not limited to, preparation of a transition plan and cooperation with the County or other providers in the transition. The transition includes the transfer of all records and other data in the possession, custody, or control of the contractor that are required to be provided to the County either by the terms of this agreement or as a matter of law. The provisions of this clause shall survive the expiration or termination of this agreement.

4.4 PRICE ADJUSTMENTS

4.4.1 Any requests for reasonable price adjustments must be submitted 60 calendar days prior to the contract anniversary. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. The reasonableness of the request will be determined by comparing the request with the Consumer Price Index or by performing a market survey. If County agrees to the adjusted price terms, County will issue written approval of the change and provide an updated version of the contract. The new change shall not be in effect until the date stipulated on the updated version of the contract.

4.5 INDEMNIFICATION

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

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

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

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

4.6 INSURANCE

4.6.1 Contractor, at contractor's own expense, shall purchase and maintain, at a minimum, the herein stipulated insurance from a company or companies duly licensed by the State of Arizona and possessing an AM Best, Inc. category rating of B+++. In lieu of State of Arizona licensing, the stipulated insurance may be

purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

- 4.6.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this contract.
- 4.6.3 In the event that the insurance required is written on a claims-made basis, contractor warrants that any retroactive date under the policy shall precede the effective date of this contract and either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two years beginning at the time work under this contract is completed.
- 4.6.4 Contractor's insurance will be primary insurance as respects County, and any insurance or self-insurance maintained by County will not contribute to it.
- 4.6.5 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.
- 4.6.6 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- 4.6.7 The insurance policies required by this contract, except Workers' Compensation and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials, and employees as additional insureds.
- 4.6.8 The policies required hereunder, except Workers' Compensation and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials, and employees for any claims arising out of contractor's work or service.
- 4.6.9 If available, the insurance policies required by this contract may be combined with Commercial Umbrella Insurance policies to meet the minimum limit requirements. If a Commercial Umbrella insurance policy is utilized to meet insurance requirements, the Certificate of Insurance shall indicate which lines the Commercial Umbrella Insurance covers.

4.6.9.1 Commercial General Liability

Commercial General Liability (CGL) insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provisions which would serve to limit third-party action over claims. There shall be no endorsement or modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

4.6.9.2 Automobile Liability

Commercial/Business Automobile Liability 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 or use or maintenance of the premises under this contract.

4.6.9.3 Workers' Compensation

4.6.9.3.1 Workers' Compensation insurance to cover obligations imposed by Federal and State statutes having jurisdiction of contractor's employees engaged in the performance of the work or services under this contract; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

4.6.9.3.2 Contractor, its subcontractors, and sub-subcontractors waive all rights against this contract and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or Commercial Umbrella Liability insurance obtained by contractor, its subcontractors, and its sub-subcontractors pursuant to this contract.

4.6.9.4 Errors and Omissions/Professional Liability Insurance

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

~~4.6.9.5 Environmental/Pollution~~

~~Contractor shall maintain Commercial General Liability Insurance (CGL) and, if necessary, Commercial Umbrella Insurance with a limit of not less than \$2,000,000 for each occurrence with a \$4,000,000 Products/Completed Operations Aggregate and a \$4,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations, environmental and pollution damage as per Maricopa County Air Quality Department rule 310, <https://www.maricopa.gov/1913/Dust-Sources-Control-and-Training>, and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this contract.~~

4.6.9.6 Certificates of Insurance

4.6.9.6.1 Prior to contract award, contractor shall furnish the County with valid and complete certificates of insurance, or formal endorsements as required by the contract in the form provided by the County, issued by contractor's insurer(s), as evidence that policies providing the required coverage, conditions, and limits required by this contract are in full force and effect. Such certificates shall identify this contract number and title.

4.6.9.6.2 In the event any insurance policy(ies) required by this contract is (are) written on a claims-made basis, coverage shall extend for two years past completion and acceptance of contractor's work or services and as evidenced by annual Certificates of Insurance.

4.6.9.6.3 If a policy does expire during the life of the contract, a renewal certificate must be sent to County 15 calendar days prior to the expiration date.

4.6.9.7 Cancellation and Expiration Notice

Applicable to all insurance policies required within the insurance requirements of this contract, contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without 30 calendar days prior written notice to Maricopa County. Contractor must provide notice to Maricopa County, within two business days of receipt, if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to Maricopa County Office of Procurement Services and shall be mailed or hand delivered to ~~160 South 4th Avenue~~ **301 W. Jefferson Street, Suite 700**, Phoenix, AZ 85003, or emailed to the procurement officer noted in the solicitation.

4.7 FORCE MAJEURE

4.7.1 Neither party shall be liable for failure of performance, nor incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this contract, if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the parties. Such events, occurrences, or causes will include acts of God/nature (including fire, flood, earthquake, storm, hurricane, or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, and interruption or failure of electricity or telecommunication service **and pandemic**.

4.7.2 Each as applicable, shall give the other party notice of its inability to perform and particulars in reasonable detail of the cause of the inability. Each party must use best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.

4.7.3 The party asserting Force Majeure as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

4.8 ORDERING AUTHORITY

Any request for purchase shall be accompanied by a valid purchase order issued by a County department or directed by a Certified Agency Procurement Aid (CAPA) with a purchase card for payment.

4.9 AVAILABILITY OF FUNDS

4.9.1 The provisions of this contract relating to payment shall become effective when funds assigned for the purpose of compensating the contractor as herein provided are actually available to County for disbursement. The County will be the sole judge and authority in determining the availability of funds under this contract. County will keep the contractor fully informed as to the availability of funds.

4.9.2 If any action is taken by any State agency, Federal department, or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this contract. In the event of termination, County will be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this contract. County will give written notice of the effective date of any suspension, amendment, or termination under this section, at least 10 days in advance.

4.10 PROCUREMENT CARD ORDERING CAPABILITY

County may opt to use a procurement card (VISA or Mastercard) to make payment for orders under this contract.

4.11 INTERNET ORDERING CAPABILITY

It is the intent of Maricopa County to use the Internet to communicate and to place orders under this contract.

4.12 NO MINIMUM OR MAXIMUM PURCHASE OBLIGATION

This contract does not guarantee any minimum or maximum purchases will be made. Orders will only be placed under this contract when the County identifies a need and proper authorization and documentation have been approved.

4.13 PURCHASE ORDERS

4.13.1 County reserves the right to cancel purchase orders within a reasonable period of time after issuance. Should a purchase order be canceled, the County agrees to reimburse the contractor for actual and documentable costs incurred by the contractor in response to the purchase order. The County will not reimburse the contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, or for shipment of product prior to issuance of purchase order.

4.13.2 Contractor agrees to accept verbal notification of cancellation of purchase orders from the County with written notification to follow. Contractor specifically acknowledges to be bound by this cancellation policy.

4.14 SUSPENSION OF WORK

The procurement officer may order the contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the procurement officer determines appropriate for the convenience of the County. No adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the contractor. No request for adjustment under this clause shall be granted unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

4.15 STOP WORK ORDER

4.15.1 The procurement officer may, at any time, by written order to the contractor, require the contractor to stop all, or any part, of the work called for by this contract for a period of 90 calendar days after the order is delivered to the contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 calendar days after a stop work order is delivered to the contractor, or within any extension of that period to which the parties shall have agreed, the procurement officer shall either:

4.15.2 cancel the stop work order; or

4.15.3 terminate the work covered by the order as provided in the Termination for Default or the Termination for Convenience clause of this contract.

4.15.4 The procurement officer may make an equitable adjustment in the delivery schedule and/or contract price, and the contract shall be modified, in writing, accordingly, if the contractor demonstrates that the stop work order resulted in an increase in costs to the contractor.

4.16 TERMINATION FOR CONVENIENCE

Maricopa County may terminate the resultant contract for convenience by providing 60 calendar days advance notice to the contractor.

4.17 TERMINATION FOR DEFAULT

4.17.1 The County may, by written Notice of Default to the contractor, terminate this contract in whole or in part if the contractor fails to:

4.17.1.1 deliver the supplies or to perform the services within the time specified in this contract or any extension;

4.17.1.2 make progress, so as to endanger performance of this contract; or

4.17.1.3 perform any of the other provisions of this contract.

4.17.2 The County's right to terminate this contract under these subparagraphs may be exercised if the contractor does not cure such failure within 10 business days (or more if authorized in writing by the County) after receipt of a Notice to Cure from the procurement officer specifying the failure.

4.18 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST

Notice is given that, pursuant to Arizona Revised Statute (A.R.S.) § 38-511, the County may cancel any contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the County is at any time, while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or consultant to any other party of the contract with respect to the subject matter of the contract. Additionally, pursuant to A.R.S. § 38-511, the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the County from any other party to the contract arising as the result of the contract.

4.19 OFFSET FOR DAMAGES

In addition to all other remedies at Law or Equity, the County may offset from any money due to the contractor any amounts contractor owes to the County for damages resulting from breach or deficiencies in performance of the contract.

4.20 SUBCONTRACTING

4.20.1 Contractor may not assign to another contractor or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the bid serial number and identify the job or project.

4.20.2 The subcontractor's rate for the job shall not exceed that of the prime contractor's rate, as bid in the pricing section, unless the prime contractor is willing to absorb any higher rates. The subcontractor's invoice shall be invoiced directly to the prime contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the subcontractor's invoice must accompany the prime contractor's invoice.

4.21 AMENDMENTS

All amendments to this contract shall be in writing and approved/signed by both parties. Maricopa County Office of Procurement Services shall be responsible for approving all amendments for Maricopa County.

4.22 ADDITIONS/DELETIONS OF SERVICES

The County reserves the right to add and/or delete services to a contract. If additional services are required from a contract, prices for such additions will be negotiated between the contractor and the County.

4.23 RIGHTS IN DATA

4.23.1 The County shall have the use of data and reports resulting from a contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to a contract and to the performance thereunder.

4.23.2 Data, records, reports, and all other information generated for the County by a third party as the result of a contract are the property of the County and shall be provided in a format designated by the County or shall be and remain accessible to the County into perpetuity.

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

4.24.1 In accordance with section MC1-374 of the Maricopa County Procurement Code, the contractor agrees to retain (physical or digital copies of) all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this contract for six years after final payment or until after the resolution of any audit questions which could be more than six years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the department shall have full access to and the right to examine, copy, and make use of, any and all said materials.

4.24.2 If the contractor's books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this contract are not sufficient to support and document that requested services were provided, the contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

4.25 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. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future invoices, request for credit, request for a check, or a deduction from current invoices submitted by the contractor equal to the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the contractor by issuing a check payable to Maricopa County.

4.26 STRICT COMPLIANCE

Acceptance by County of a performance that is not in strict compliance with the terms of the contract shall not be deemed to be a waiver of strict compliance with respect to all other terms of the contract.

4.27 VALIDITY

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

4.28 SEVERABILITY

The removal, in whole or in part, of any provision of this contract shall not void or affect the validity of any other provision of this contract.

4.29 RELATIONSHIPS

4.29.1 In the performance of the services described herein, the contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, co-employee, partnership, principal and agent, or joint venture between the County and the contractor.

4.29.2 The County reserves the right of final approval on proposed staff. Also, upon request by the County, the contractor will be required to remove any employees working on County projects and substitute personnel based on the discretion of the County within two business days, unless previously approved by the County.

4.30 NON-DISCRIMINATION

Contractor agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09, including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive Order 99-4 and amends Executive Order 75-5 and is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, contractor shall not discriminate against any employee, client, or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability, or national origin. (Arizona Executive Order 2009-09 can be downloaded from the Arizona Memory Project at <http://azmemory.azlibrary.gov/cdm/singleitem/collection/execorders/id/680/rec/1.>)

4.31 WRITTEN CERTIFICATION PURSUANT to A.R.S. § 35-393.01

If vendor engages in for-profit activity and has 10 or more employees, and if this agreement has a value of \$100,000 or more, vendor certifies it is not currently engaged in, and agrees for the duration of this agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

4.32 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

4.32.1 The undersigned (authorized official signing on behalf of the contractor) certifies to the best of his or her knowledge and belief that the contractor, its current officers, and directors:

4.32.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from being awarded any contract or grant by any United States department or agency or any state, or local jurisdiction;

4.32.1.2 have not within a three-year period preceding this contract:

4.32.1.2.1 been convicted of fraud or any criminal offense in connection with obtaining, attempting to obtain, or as the result of performing a government entity (Federal, State or local) transaction or contract;

4.32.1.2.2 been convicted of violation of any Federal or State antitrust statutes or conviction for embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property regarding a government entity transaction or contract;

4.32.1.3 are not presently indicted or criminally charged by a government entity (Federal, State or local) with commission of any criminal offenses in connection with obtaining, attempting to obtain, or as the result of performing a government entity public (Federal, State or local) transaction or contract;

4.32.1.4 are not presently facing any civil charges from any governmental entity regarding obtaining, attempting to obtain, or from performing any governmental entity contract or other transaction; and

4.32.1.5 have not within a three-year period preceding this contract had any public transaction (Federal, State or local) terminated for cause or default.

4.32.2 If any of the above circumstances described in the paragraph are applicable to the entity submitting a bid for this requirement, include with your bid an explanation of the matter including any final resolution.

4.32.3 Contractor shall 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. If this clause is applicable to a subcontractor, the contractor shall include the information required by this clause with their bid.

4.33 VERIFICATION REGARDING COMPLIANCE WITH A.R.S. § 41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS

4.33.1 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). 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. 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 www.uscis.gov.

4.33.2 The County retains the legal right to inspect documents of contractor and subcontractor employees performing work under this contract to verify compliance with paragraph 4.33.1 of this section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default, and suspension and/or debarment of the contractor. All costs necessary to verify compliance are the responsibility of the contractor

4.34 CONTRACTOR LICENSE REQUIREMENT

4.34.1 Contractor shall procure all permits, insurance, and licenses, and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any requirements, by any and all governmental or non-governmental entities as mandated to maintain compliance with and remain in good standing. Contractor shall keep fully informed of existing and future trade or industry requirements, and 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 department of any and all changes concerning permits, insurance, or licenses.

4.34.2 Contractor furnishing finished products, materials, or articles of merchandise that will require installation or attachment as part of the contract shall possess any licenses required. Contractor is not relieved of its obligation to obtain and possess the required licenses by subcontracting of the labor portion of the contract. Contractors are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, to ascertain licensing requirements for a particular contract. Contractor shall identify which license(s), if any, the Registrar of Contractors requires for performance of the contract.

4.35 INFLUENCE

4.35.1 As prescribed in MC1-1203 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.

4.35.2 An attempt to influence includes, but is not limited to:

4.35.2.1 A person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type of valuable contribution or subsidy 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.

4.35.3 If a person attempts to influence any employee or agent of Maricopa County, the chief procurement officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

4.35.4 ABSOLUTELY NO CONTACT BETWEEN THE RESPONDENT AND ANY COUNTY PERSONNEL, OTHER THAN THE OFFICE OF PROCUREMENT SERVICES, IS ALLOWED DURING THE SOLICITATION PROCESS UNLESS THE COMMUNICATION IS IN REGARD TO PRE-EXISTING BUSINESS WITH THE COUNTY. ANY COMMUNICATIONS REGARDING THE SOLICITATION, ITS PARTICIPANTS, OR ANY DOCUMENTATION PRIOR TO THE CONTRACT AWARD MAY BE GROUNDS FOR DISMISSAL OF THE RESPONDENT FROM THE EVALUATION PROCESS.

4.36 CONFIDENTIALITY

In the course of the solicitation process, the County may disclose information that is proprietary or confidential. By submitting a bid to the solicitation, the offeror agrees that, except as necessary to prepare a response to this solicitation, neither it nor its agents or employees will communicate, divulge, or disseminate to any third-party persons or entities, any information that is disclosed to it by the County during the course of these discussions without the express written authorization of the County. If the offeror does disclose County proprietary or confidential information to a third-party in preparing a response to this solicitation, it shall require the third-party to acknowledge and comply with this provision.

4.37 CONFIDENTIAL INFORMATION

4.37.1 Any information obtained in the course of performing this contract may include information that is proprietary or confidential to the County. This provision establishes the contractor's obligation regarding such information.

4.37.2 Contractor shall establish and maintain procedures and controls that are adequate to assure that no information contained in its records and/or obtained from the County or from others in carrying out its functions (services) under the contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Contractor's procedures and controls, at a minimum, must be the same procedures and controls it uses to protect its own proprietary or confidential information. If, at any time during the duration of the contract, the County determines that the procedures and controls in place are not adequate, the contractor shall institute any new and/or additional measures requested by the County within 15 business days of the written request to do so.

4.37.3 Any requests to the contractor for County proprietary or confidential information shall be referred to the County for review and approval, prior to any dissemination.

4.38 PUBLIC RECORDS

Under Arizona law, all offers submitted and opened are public records and must be retained by the records manager at the Maricopa County Office of Procurement Services. Offers shall be open to public inspection and copying after contract award and execution, except for such offers or sections thereof determined to contain proprietary or confidential information by the Office of Procurement Services. If an offeror believes that information in

its offer or any resulting contract should not be released in response to a public record request, under Arizona law, the offeror shall indicate the specific information deemed confidential or proprietary and submit a statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise from disclosure. The records manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

4.39 INTEGRATION

This contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, expressed, or implied.

4.40 UNIFORM ADMINISTRATIVE REQUIREMENTS

By entering into this contract, the contractor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, Part 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 *et seq.*

4.41 GOVERNING LAW

This contract shall be governed by the laws of the State of Arizona. Venue for any actions or lawsuits involving this contract will be in Maricopa County Superior Court, Phoenix, Arizona.