



Maricopa County
Office of Procurement Services

www.maricopa.gov

Chief Procurement Officer
160 South 4th Avenue
Phoenix, AZ 85003
Phone: (602) 506-3967
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June 4, 2020

Clark Electric Sales, Inc dba Clark Transportation Solutions

Name

7662 E Gray Rd., Suite 101, Scottsdale, AZ 85260

Address

Sent via email

Clark Electric Sales, Inc dba Clark Transportation Solutions

Your company, _____ (the "Contractor"), currently holds Contract Serial No. **180252-C, ITS Devices, Communications and Equipment** with Maricopa County ("County") entered into on **August 2, 2018** (hereinafter the "Contract"). The Contract currently has an expiration date of **July 31, 2020**. The Contract provides for renewal options and the County is seeking to renew the term for a period of **two (2) years**. It also provides terms that the County and Contractor may amend the Contract, if amendments are put in writing, approved and signed by both parties.

The County is considering renewing the Contract under the existing general terms and conditions, with the exception that newly approved statutory and County requirements must be either added or clarified by amendment. The proposed amendments to the Contract are attached as a part of this renewal letter and are subject to agreement of the parties.

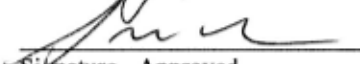
This letter does not guarantee this contract will be renewed nor is it an offer to renew. It is solely to determine whether the Contractor is interested in possible renewal, in the event the County determines that renewal is in its best interests. The County intends to amend the Contract to include the language in the Attachment following this letter (if there is no Attachment, there are no additional terms/conditions changing in the contract). By agreeing to this renewal, the undersigned also agrees to the amendments on behalf of Contractor, which will be added to the Contract by written agreement of both parties in the event that the County decides to renew this contract. The individual signing this letter acknowledges that they are authorized to contractually obligate Contractor to agree to the amendments and additional contract term.

Please return this letter to our office **within ten (10) business days of the date of this letter** along with an **updated Certificate of Insurance** as described in the Insurance section of the Contract to include any changes that may be outlined in the Amendment. **FAILURE TO APPROVE AND RETURN THIS LETTER ALONG WITH A VALID AND CURRENT CERTIFICATE OF INSURANCE AS NOTED ABOVE WILL RESULT IN YOUR CONTRACT ENDING UPON THE ORIGINAL END DATE OF THE CONTRACT.** For further information regarding the renewal and the proposed amendments, please contact the Procurement Officer, Brian Garcia, at (602) 506-3246.

If there are any changes to your contact information as indicated above, please note them on your response. It is the responsibility of the Contractor to maintain current contact information with Maricopa County Finance (<http://www.maricopa.gov/922/Vendors>) and with Bidsync (www.bidsync.com) in order to ensure proper routing of notices.

By: 

Brian Garcia, Procurement Officer

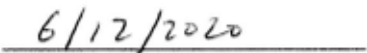
By: 

Signature - Approved

Signature - Disapproved



PRINT NAME AND TITLE



DATE

SERIAL: 180252-C

1.0 MARICOPA COUNTY STANDARD CONTRACTUAL TERMS AND CONDITIONS FOR INVITATION FOR BIDS:

1.1 APPLICABLE TAXES: (Replace section 3.12)

- 1.1.1. 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.
- 1.1.2. 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 overpayment 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.
- 1.1.3. 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 Maricopa County harmless from any responsibility for taxes, damages, and interest, if applicable, contributions required under Federal and/or State and local laws and regulations, and any other costs including: transaction privilege taxes, unemployment compensation insurance, Social Security, and 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).

1.2 TAX (COMMODITIES): (Remove section 3.13)

~~Tax shall not be invoiced against Contractor's labor. It is the responsibility of the Contractor to determine any and all applicable taxes and include the tax percentage in their proposal.~~

1.3 INSURANCE: (Add sections in bold to 4.7)

- 1.3.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.
- 1.3.2 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.
- 1.3.3 **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.**
- 1.3.4 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

- 1.3.5 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.
- 1.3.6 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.
- 1.3.7 The insurance policies required by this Contract, except Workers' Compensation, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.
- 1.3.8 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.
- 1.3.9 **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.**

1.4 ORDERING AUTHORITY: (Replace section 4.9)

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.

1.5 PURCHASE ORDERS: (Replace section 4.11)

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.

Contractors agree 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.

1.6 RIGHTS IN DATA: (Replace section 4.26)

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.

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.

1.7 ~~ISRAEL BOYCOTT:~~ (Remove section)

~~By submitting this proposal the Contractor certifies that they are in compliance with Article 9, A.R.S. § 35-393 et seq.~~

1.8 **WRITTEN CERTIFICATION PURSUANT to A.R.S. § 35-393.01 (Add Section)**

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.

1.9 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION: (Replace section 4.30)

1.1.1. 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:

1.1.1.1. 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;

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

1.1.1.2.1. 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; or

1.1.1.2.2. 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;

1.1.1.3. 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;

1.1.1.4. 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

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

1.1.2. 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.

1.1.3. The contractor shall include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors or sub-subcontractors) and in all solicitations for lower tier covered transactions related to this contract. If this clause is applicable to a subcontractor or sub-subcontractor, the contractor shall include the information required by this clause with their bid.

1.10 INFLUENCE: (Replace section 4.34)

1.1.1. 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.

1.1.2. An attempt to influence includes, but is not limited to:

1.1.2.1. 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.

1.1.3. 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.

1.1.4. 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.