

SERIAL 220205-C TRAFFIC SIGNAL HEADS AND COMPONENTS

DATE OF LAST REVISION: November 05, 2025 CONTRACT END DATE: June 30, 2026

CONTRACT PERIOD THROUGH JUNE 30, ~~2024~~ ~~2025~~ 2026

TO: All Departments

FROM: Office of Procurement Services

SUBJECT: Contract for **TRAFFIC SIGNAL HEADS AND COMPONENTS**

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 **June 15, 2023 (Eff. 07/01/2023)**.

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

RB/mm
Attach

Copy to: Office of Procurement Services
 Martie Billings, MCDOT
 Efren Guevara, MCDOT
 Caitlin Brady, MCDOT

(Please remove Serial 180249-C from your contract notebooks)

CLARK ELECTRIC SALES INC, 20827 N CAVE CREEK ROAD SUITE #105, PHOENIX, AZ 85024

COMPANY NAME:	Clark Electric Sales, Inc.
DOING BUSINESS AS (dba):	Clark Transportation Solutions
MAILING ADDRESS:	20827 N Cave Creek Rd, Suite 105, Phoenix, AZ 85024
REMIT TO ADDRESS:	20827 N Cave Creek Rd, Suite 105, Phoenix, AZ 85024
TELEPHONE NUMBER:	480-347-9765
FAX NUMBER:	480-284-7628
WWW ADDRESS:	www.clarktransportationsolutions.com
REPRESENTATIVE NAME:	Scott Clark
REPRESENTATIVE TELEPHONE NUMBER:	480-347-9765
REPRESENTATIVE EMAIL ADDRESS	scott.clark@clark-inc.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"/>	

NET 30 DAYS

1st call for all Traffic Signal Head Types and Pedestrian Signal Heads.

Estimated Quantities

Title	Unit Price	Unit Price Eff. 06/26/25	Qty	UofM	Bidder Notes
48 or More Traffic Signal Heads Type "F"	\$532.00	\$548.00	48	each	Manufacturer Name: McCain Model Number: F with II Mount
12 or More Traffic Signal Heads Type "G"	\$763.00	\$786.00	12	each	Manufacturer Name: McCain Model Number: G with II Mount
16 or More Traffic Signal Heads Type "G"	\$652.00	\$672.00	16	each	Manufacturer Name: McCain Model Number: G
16 or More Traffic Signal Heads Type "R"	\$538.00	\$555.00	16	each	Manufacturer Name: McCain Model Number: R with II Mount
96 or More Traffic Signal Heads Type "F"	\$421.00	\$434.00	96	each	Manufacturer Name: McCain Model Number: F
16 or More Traffic Signal Heads Type "Q"	\$832.00	\$857.00	16	each	Manufacturer Name: McCain Model Number: Q with II Mount
32 or More Traffic Signal Heads Type "Q"	\$721.00	\$743.00	32	each	Manufacturer Name: McCain Model Number: Q
32 or More Traffic Signal Heads Type "R"	\$426.00	\$439.00	32	each	Manufacturer Name: McCain Model Number: R
48 or More Pedestrian Signal Heads	\$268.00	\$285.00	48	each	Manufacturer Name: McCain Model Number: Ped

Delivery Days

Title	Qty	UofM	Bidder Notes
Delivery Days	1	day	60 days

CLARK ELECTRIC SALES INC

Warranty

Title	Qty	UofM	Bidder Notes
Warranty	1	year	1 year

Blanket Discounts

Title	Unit Price	Qty	UofM
Blanket Discount for Related Supplies	5.00%	1	blanket

Clark Transportation Solutions Manufacturer Table
MCDOT 20205-C

Manufacturer	Product Category	Discount %	Manufacturer Website
Carmanah	Traffic Warning Systems	5%	https://carmanah.com/
Clark Transportation Solutions	Traffic Products	5%	http://www.clarktransportationsolutions.com/
Eltec	Traffic Warning Systems	5%	https://elteccorp.com/
Encom Wireless	Bluetooth Radios & Antennas	5%	https://www.encomwireless.com/encomnew/
EtherWAN	Communications Products	5%	https://www.ethernan.com/us
Fisher Pearce	Lighting products	0%	https://www.fisherpearce.com/
GE	LED Signal Modules	5%	https://products.gecurrent.com/transportation-lighting/led-traffic-signals
Genetec	Signal Equip & Components	5%	https://www.genetec.com/
Gridsmart	Video Detection Equipment	5%	https://gridsmart.com/
Halo	Anchor Bolts	0%	https://halosp.com/
Marathon	UPS	5%	https://www.marathon-power.com/
McCain	Traffic Products	5%	https://www.mccain-inc.com/
MG Squared	CCTV Lowering Products	0%	http://www.mgsquared.com/
Ripley Lighting	Lighting products	0%	https://www.ripleylightingcontrols.com/
Sierra Wireless	Traffic Products	5%	https://www.sierrawireless.com/
SkyBracket	Traffic Mounting Brackets	5%	https://www.skybracket.com/
Southern Manufacturing	ITS Cabinets	5%	http://www.southernmfg.com/
Southwest Fabrication	Poles	0%	https://www.sfb.com/
Stratus	Lighting Products	5%	https://s-steel.com/
StrongBox	Enclosures	5%	https://strongbox.com/
Swarco	Traffic Products	5%	https://www.swarco.com/
Urban Solar	Lighting Products	5%	https://www.urbansolarcorp.com/
Valmont	Poles	0%	http://www.valmont.com/
WTI	CCTV Cameras	5%	http://www.gotowti.com/

CLARK ELECTRIC SALES INC

Clark Transportation Solutions Manufacturer Table
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rev 10/2025

Manufacturer	Product Category	Discount %	Manufacturer Website
Assa Abloy	ITS Locks	5%	https://www.alceaglobal.com/en
Axis Communications	Cameras	5%	https://www.axis.com/en-us
Carmanah	Traffic Warning Systems	5%	https://carmanah.com/
Clark Transportation Solutions	Traffic Products	5%	http://www.clarktransportationsolutions.com/
Commsignia	Connected Vehicle Products	1%	https://commsignia.com/
Cohda Wireless	Connected Vehicle Products	1%	https://cohdawireless.com/
Cubic	Traffic Devices	5%	https://www.cubic.com/transportation
EDI	Traffic Control	3%	https://www.editraffic.com/
Eltec	Traffic Warning Systems	5%	https://elteccorp.com/
Encom Wireless	Broadband Radios & Antennas	5%	https://www.encomwireless.com/encomnew/
EtherWAN	Communications Products	5%	https://www.etherwan.com/us
Fisher Pearce	Lighting products	0%	https://www.fpoc.com/
GE	LED Signal Modules	5%	https://products.gecurrent.com/transportation-lighting/led-traffic-signals
Genetec	Signal Equip & Components	5%	https://www.genetec.com/
Gridsmart	Video Detection Equipment	5%	https://gridsmart.com/
Halo	Anchor Bolts	0%	https://halosp.com/
Kapsch	ITS Devices	1%	https://www.kapsch.net/en
Knightscope	Pedestrian Safety	5%	https://knightscope.com/
Marathon	UPS	5%	https://www.marathon-power.com/
MG Squared	CCTV Lowering Products	0%	http://www.mgsquared.com/
Ouster	Lidar	3%	https://ouster.com/
Polara	Pedestrian Safety	3%	https://polara.com/
Ripley Lighting	Lighting products	0%	https://www.ripleylightingcontrols.com/
Sierra Wireless	Traffic Products	5%	https://www.sierrawireless.com/
SkyBracket	Traffic Mounting Brackets	5%	https://www.skybracket.com/
Southern Manufacturing	ITS Cabinets	5%	http://www.southernmfg.com/
Southwest Fabrication	Poles	0%	https://www.sw-fab.com/
Stratus	Lighting Products	5%	https://s-steel.com/
StrongBox	Enclosures	5%	https://strongbox.com/
Swarco McCain	Traffic Products	5%	https://www.swarco.com/
Tesco	Enclosures	3%	https://tescocontrols.com/
Urban Solar	Lighting Products	5%	https://www.urbansolarcorp.com/
Valmont	Poles	0%	http://www.valmont.com/
WTI	CCTV Cameras	5%	http://www.gotowti.com/

PRICING SHEET: NIGP CODE 55085

Terms: NET 30 DAYS

Vendor Number VC0000006609

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2024 2025 2026.**

TRAFFIC SIGNAL HEADS AND COMPONENTS

1.0 INTENT

- 1.1 The intent of this invitation for bids is to establish a source or sources for Traffic Signal Heads & Components for Maricopa County Department of Transportation (MCDOT) as specifically listed herein. Task orders and or quote request will be issued to awarded vendor/s prior to purchases.
- 1.2 Other governmental entities under agreement with Maricopa County (County) may have access to services provided hereunder (see also Sections 3.16 and 3.17 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 Maricopa 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 TRAFFIC SIGNAL HEAD

2.1.1 Description

Vehicular traffic signal heads shall be assembled of standard 12-inch lens size signal sections with the number of sections or combination of sections specified on the signal plan. Traffic Signal Standard Drawings Number 4773 (Exhibit 7), Traffic Signal Standard Drawings Number 4774 (Exhibit 10), Traffic Signal Standard Drawings Number 4778-1 (Exhibit 8), and Traffic Signal Standard Drawings Number 4778-2 (Exhibit 9), and Section 475, 476, 477 found in the MCDOT Supplement to the MAG Specifications 2023 https://www.maricopa.gov/DocumentCenter/View/80457/MCDOT_2023_Supplement_MAG_Specs (Attachment E) and details for Public Works Construction Institute of Transportation Engineers (ITE) www.ite.org and the provisions of these specifications.

2.1.2 Standard Signal Section

2.1.2.1 Housing: Per Supplement to MAG Section 476.2.1 (A)

2.1.2.2 A standard 12-inch signal section shall be a one-piece housing with hinged door for housing all optical and electrical components.

2.1.2.3 Both the one-piece signal section housing and door shall be fabricated of corrosive resistant die cast aluminum conforming to ITE Standards. The top and bottom of the housing shall have openings to accommodate standard one and one-half-inch pipe size fitting. Each opening shall have a locking "Shurlock" boss, or equal, integrally cast into the housing section. The housing door shall be hinged to the signal section housing by stainless steel roll pins and hinge lugs integrally cast on the left side of the door and housing. Latch jaws shall be cast on the right side of each door.

2.1.2.4 A corrosion resistant latch screws and wing nuts on the right side of the housing shall provide for opening and closing of the door (12-inch sections require two latching bolts). A gasket groove on the inside of the door shall accommodate a neoprene gasket to form a positive seal between the door and signal housing when the door is closed and latched. Four quick-change type lens clips and four stainless steel screws shall be provided for securing the lens and lens gasket in the door lens opening. Four stainless steel washer head-type screws shall be provided to secure the signal visor. Signal section housings shall be fastened together by two-cadmium cloverleaf style plated clamping washers and three carriage bolts and lock washers. Each complete signal head assembly shall be predrilled to accommodate 10/32 stainless steel self-tapping screws for mounting of signal back-plate

2.1.2.5 All signal sections and visors shall be painted gloss black. The inside of the visor shall be painted luster-less black.

2.1.3 Visors: Per Supplement to MAG Section 476.2.1 (B)

2.1.3.1 A visor conforming to the requirements of the Traffic Signal Standard Drawings Number 4774 (Exhibit 10). Each signal section shall have a tunnel type visor with a five-to-seven-degree downward tilt provided.

2.1.3.2 Unless otherwise specified, 12-inch signal sections shall be furnished with 9 ½ - 12-inch long visors. All visors shall have twist on attaching ears and shall be secured to the face of the signal door with stainless steel washer head type machine screws.

2.1.4 Backplates: Per Supplement to MAG Section 476.2.1 (C)

Backplates and backplate mounting hardware shall be furnished with each vehicular signal head assembly. The back plate shall be fabricated of aluminum. Five-inch border louvered back plates shall be provided for 12-inch signal head assemblies. All back plates shall be painted dull black.

2.1.5 Elevator Plumbizer: Per Supplement to MAG Section 476.2.1 (D)

An elevator plumbizer conforming to the requirements of the Traffic Signal Standard Drawings Number 4778-1 (Exhibit 8) and Traffic Signal Standard Drawings Number 4778-2 (Exhibit 9) shall be installed in all 12-inch signal heads. The plumbizer elongated through bolt hole shall be positioned to align with the signal pole mast arm bolt hole (drilled two and three-eighths inches from the end of the mast arm. The plumbizer signal head mounting position shall be in accordance with the requirements of the Traffic Signal Standard Drawings Number 4773 (Exhibit 7).

2.1.6 Light-Emitting Diode (LED) Module: Per Supplement to MAG Section 476.2.2

2.1.6.1 LED traffic signal modules shall be designed to fit traffic signal housings that meet MCDOT specifications. The module shall be weather tight and shall fit securely in the housing and shall have wire leads long enough for easy connection to the traffic signal head wire terminal block. The wire shall have crimped-on terminal connectors. The LED signal module shall be a single, self-contained device. The power supply shall be integral to the sealed LED module.

- 2.1.6.2 The contractor shall ensure that the date of installation is filled in on the module label on each LED module. Multiple color modules are not permitted.
- 2.1.6.3 The LED lamp unit shall be a single self-contained device, not requiring on-site assembly for installation. The assembly and manufacturing process for LED Traffic Signal Lamp unit assembly shall be such as to withstand mechanical shock and vibration caused by winds up to 80 miles per hour (mph). Signal lens shall be convex to minimize sunlight reflectance.
- 2.1.6.4 The LED shall be manufactured using aluminum gallium indium phosphide (AlInGaP) Technology or equal with low susceptibility to temperature degradation (aluminum gallium arsenide (AlGaS) LEDs will not be allowed). The LED signal lamps will be provided in three colors: red, yellow, and green.
- 2.1.6.5 Each LED traffic signal lamp shall meet the minimum laboratory light intensity values, color (chromatically), and light output distribution per current ITE Standards. Each LED traffic signal lamp shall meet the minimum requirements for light output for the entire range of allowed voltage.
- 2.1.6.6 Each unit shall incorporate a regulated power supply engineered to electrically protect the LEDs and maintain a safe and reliable operation. The power supply shall provide capacitor filtered Direct Current (DC) regulated current to the LEDs per the LEDs manufacturer's specification. MCDOT does not require the unit be dimmable.
- 2.1.6.7 The LED traffic signal lamp shall operate on a 60 Hertz (Hz) Alternating Current (AC) line voltage ranging from 80 volts root-mean-square (RMS) to 135 volts RMS. The circuitry shall prevent flickering over this voltage range. Nominal rated voltage for all measurements shall be 117 volts RMS.
- 2.1.6.8 The LED traffic signal lamp unit shall be operationally compatible with controllers and conflict monitors used by MCDOT.
- 2.1.6.9 The LED lamp units shall contain a disconnect that will show an open switch to the conflict monitor when less than 60 percent of the LEDs in the unit are operational.
- 2.1.6.10 Two captive, color coded, three feet long, 600 Volts (V), 18 American Wire Gauge (AWG) minimum jacketed wires, conforming to the National Electrical Code (NEC), rated for service at 105 degrees Celsius, are to be provided for an electrical connection.
- 2.1.6.11 One Schematic diagram shall be provided for each LED lamp unit along with any necessary installation instructions. The LED shall operate with a minimum 0.90 power factor. Total harmonic distortion (current and voltage) induced into an AC power line by a signal module shall not exceed 20 percent.
- 2.1.6.12 LED modules shall have female quick-disconnect type terminals.
- 2.1.6.13 Pedestrian signal modules shall be count-down per current ITE standard.

- 2.1.7 Pedestrian Signal Head: Per Supplement to MAG Section 476.2.3
 - 2.1.7.1 Pedestrian signal heads shall be manufactured from aluminum, painted gloss black.
 - 2.1.7.2 Heads shall be 16-inch housing (15.8-inch height (H) x17.4-inch wide (W) x7.3-inch depth (D)).
 - 2.1.7.3 Doors shall be constructed of aluminum and shall be attached with two each stainless-steel pins (detent style clevis or roll).
 - 2.1.7.4 Terminal block shall be mounted in the rear of the housing and shall have quick-disconnect male terminals on one side and screw clamps on the other side.
 - 2.1.7.5 Pedestrian heads shall have an egg-crate style visor mounted to the front of the door.
 - 2.1.7.6 Each opening shall have a locking "Shurlock" boss, or equal, integrally cast into the housing section.
- 2.1.8 Battery Backup System (BBS) Metered Service Pedestal: Per Supplement to MAG Section 475
 - 2.1.8.1 Exterior one-eighth inch aluminum and interior panels 14-gauge cold rolled steel electrically welded and reinforced where needed to keep the cabinet corrosion free and watertight and secure on the foundation.
 - 2.1.8.2 Construction shall be National Electrical Manufacturer Association (NEMA) 3-rated (3R), rain tight.
 - 2.1.8.3 All nuts, bolts and screws shall be stainless steel.
 - 2.1.8.4 Nuts, bolts & screws shall not be visible from outside of enclosure.
 - 2.1.8.5 Nameplates shall be mounted to the door under each breaker noting the circuit to be fed by the breaker.
 - 2.1.8.6 Control wiring shall be marked at both ends by permanent wire markers.
 - 2.1.8.7 A plastic covered wiring diagram shall be attached to the inside of the front door.
 - 2.1.8.8 Enclosure shall be factory wired and conform to required NEMA standards.
 - 2.1.8.9 Cabinet shall meet current Electric Utility Service Equipment Requirements Committee (EUERC) requirements.
 - 2.1.8.10 Battery system shall be hot-swap, parallel wired.
 - 2.1.8.11 Cabinet shall fit on existing BBS foundations, as shown in MCDOT Traffic Signal Standard Drawings Number 4724 (Exhibit 5), without modification to conduit or bolt pattern.
- 2.1.9 Led Roadway Lighting: Per Supplement to MAG Section 477
 - 2.1.9.1 Fixtures shall be horizontal, Type III, and shall conform to Illumination Engineering Society Standards.

- 2.1.9.2 The fixture shall be fabricated from a corrosive resistant metal and shall have a baked-on grey enamel finish. Mounting shall be done with an internal two bolt slip fitter at the rear of the fixture capable of attachment to a two-inch inner diameter(ID) pipe.
 - 2.1.9.3 Fixtures shall be wired for use with no photocell and shall be energized from a remote cabinet mounted photo electric cell(PEC).
 - 2.1.9.4 Fixtures shall have a color temperature of 4000 Kelvin (K) at an ambient temperature of 25 degrees Celsius.
 - 2.1.9.5 Fixtures shall have an average illuminance of one and four tenths-foot candles at amounting height of 30 feet and a range from six to two-foot candles in the illuminated zone.
 - 2.1.9.6 Fixture shall have backlight control to restrict illumination at the rear.
 - 2.1.9.7 Fixture shall be capable of operating at sustained ambient temperatures of up to 100 degrees Fahrenheit at a minimum 70 percent lumen output.
- 2.2 Fixtures shall operate at a range of 120-240VAC, and field wiring shall be accessible without removal of the LED array.

2.3 TECHNICAL AND DESCRIPTIVE SALES LITERATURE

The contractor shall provide copies of its sales literature and brochures and copies of any manufacturer's technical and/or descriptive literature (e.g., PDF versions of sales literature, brochures, and/or webpages) specific to the material(s) the contractor proposes to provide. Literature shall be sufficient in detail to allow for full and fair evaluation of the material(s) submitted and must be included with the bid. Failure to include this information may result in the bid being rejected.

3.0 PURCHASING REQUIREMENTS

3.1 DELIVERY

- 3.1.1 Delivery is desired as soon as possible, and details shall be stipulated on the purchase order. Contractor shall notify the County representative listed on the purchase order if the requested delivery date and/or the anticipated lead time cannot be met. Failure to communicate to County changes in the order status may result in default proceedings.
- 3.1.2 Supplies or equipment shall be delivered between the hours of 7:00 a.m. and 3:30 p.m. Mountain Standard Time (MST), Monday through Friday, except on County recognized holidays.
- 3.1.3 Delivery shall be F.O.B. Destination Freight Prepaid.

3.2 EXPEDITED DELIVERY

- 3.2.1 If the department determines that expedited delivery or other alternate shipping is required, it shall notify the contractor. The contractor shall determine any additional costs associated with such delivery terms and communicate that cost to the department.
- 3.2.2 The department shall not advise the contractor to proceed with an expedited shipment until acceptable terms are agreed upon and a purchase order is issued.

Upon agreeing to the additional costs, the department shall advise the contractor to proceed.

- 3.2.3 Upon receipt of material(s) and invoicing, the department shall ensure that any additional charges are in compliance with and do not exceed agreed to costs. The department shall retain all documents related to these costs within the agency purchase file.

3.3 SHIPPING DOCUMENTS

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

- 3.3.1 Contract serial number
- 3.3.2 Contractor's name and address
- 3.3.3 Department name and address
- 3.3.4 Department purchase order number
- 3.3.5 A description of product(s) shipped, including item number(s), quantity(ies), number of containers and package number(s), as applicable

3.4 SHIPPING TERMS

Bid price(s) and terms shall be F.O.B. Destination Freight Prepaid at the location(s) stipulated on the purchase order. All delivery locations are within Maricopa County.

3.5 ACCEPTANCE

Upon delivery and successful installation, the material(s) shall be deemed accepted and the warranty period shall begin. Successful installation shall be defined as a) the material(s)/equipment is installed (as necessary) and fully operational; and b) initial training, if any, is complete. All documentation shall be completed prior to final acceptance.

3.6 STOCK

The contractor shall be expected to stock sufficient quantities as may be necessary to meet the County's needs and deliver as stated in the Invitation for Bids.

3.7 DISCONTINUED MATERIALS

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

- 3.7.1.1 Documentation from the manufacturer that the material has been discontinued.
- 3.7.1.2 Documentation that names the replacement material.
- 3.7.1.3 Documentation that provides clear and convincing evidence that the replacement material meets or exceeds all specifications required by the original solicitation.

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

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

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

3.8 WARRANTY

3.8.1 All items furnished under this contract shall conform to the requirements of this contract and shall be free from defects in design, materials, and workmanship.

3.8.2 The warranty period for workmanship and materials shall be for a minimum initial period of 12 months and commence upon acceptance by County per Section 3.5 - Acceptance.

3.8.2.1 The contractor shall indicate on the price sheet the duration of the warranty and any applicable limitations or conditions which may apply.

3.8.2.2 The 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 for contractors furnishing and supplying parts that have a warranty.. The contractor shall guarantee the equipment to be supplied complies with all applicable regulations.

3.9 ORDER CUTOFF INFORMATION

3.9.1 Contractors submitting bids shall advise the County of all known order cutoff dates/times for the equipment/product(s) specified in this solicitation at the time of bid submission. Notification of any subsequent cutoff date(s)/time(s) (learned after submission of bid) shall also be the contractor's responsibility. The contractor shall advise the County of subsequent cutoff date(s)/time(s) by notifying the procurement officer, in writing, of the new information.

3.9.2 If the item(s) become no longer available, contractor shall notify County of the last available ordering date for the item(s) and may provide County with alternative item(s) that the County may elect to purchase at its option. If the alternative item(s) do not meet the County's requirements, County may take action including termination of this contract for convenience per Section 4.15 – Termination for Convenience.

3.10 ORDER LEAD-TIME NOTIFICATION

3.10.1 Contractors submitting bids shall advise the County of lead-time(s) for the required items specified in this solicitation at the time of bid submission. Notification of any changes to lead time (learned after submission of bid) shall also be the contractor's responsibility. The contractor shall also notify all County representatives included on purchase orders of lead-time information.

3.11 USAGE REPORT

The contractor shall furnish the County a usage report, upon request, delineating the acquisition activity governed by the contract. The format of the report shall be approved by

the County and shall disclose the quantity and dollar value of each contract item by individual unit of measure.

3.12 BACKGROUND CHECK

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

3.13 INVOICES AND PAYMENTS

3.13.1 The 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
- Contract item number(s)
- Arrival and completion time
- Description of purchase (product or services)
- Pricing per unit of purchase
- Extended price
- Freight (if applicable)
- Total amount due

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

3.13.3 Payment will 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 located on the County Department of Finance Vendor Registration website <https://www.maricopa.gov/5169/Vendor-Information>.

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

3.13.5 EFT payments to the routing and account numbers designated by the contractor shall include the details on the specific invoices that the payment covers. The contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

3.14 APPLICABLE TAXES

3.14.1 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.

3.14.2 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 shall 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.

3.14.3 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).

3.15 POST AWARD MEETING

The 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 department contract administrator.

3.16 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 contractor does not want to grant such access to a member of SAVE, state so in the bid. In the absence of a statement to the contrary, the County will assume that contractor does wish to grant access to any contract that may result from this bid. The County assumes no responsibility for any purchases by using entities.

3.17 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 one year.

4.2 OPTION TO RENEW

The County may, at its option and with the concurrence of the contractor, renew the term of this contract up to a maximum of five 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). The contractor shall be notified in writing by the Office of Procurement Services of the County's intention to renew the contract term at least 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 expiration. 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 deductibles 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 \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for 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.

4.6.10 Certificates of Insurance

4.6.10.1 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.

4.6.10.2 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.

4.6.10.3 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.

4.6.11 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 301 W. Jefferson St., 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 include, but are not limited to, 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 party, 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 shall 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 Master Card) to make payment for orders under this contract.

4.11 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.

Contractors agree to accept verbal notification of cancellation of Purchase Orders from the County Procurement Officer with written notification to follow. Contractor specifically acknowledges to be bound by this cancellation policy.

4.12 PURCHASE ORDERS

4.12.1 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.

4.12.2 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.

4.13 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.

4.14 STOP WORK ORDER

4.14.1 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:

4.14.1.1 cancel the stop work order; or

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

4.14.2 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.

4.15 TERMINATION FOR CONVENIENCE

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

4.16 TERMINATION FOR DEFAULT

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

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

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

4.16.1.3 perform any of the other provisions of this contract.

4.16.2 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.

4.17 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.

4.18 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.

4.19 CONTRACTOR LICENSE REQUIREMENT

4.19.1 The 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. The 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.

4.19.2 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.

4.20 SUBCONTRACTING

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

The County reserves the right to add and/or delete materials to a contract. If additional materials 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 MC1-372 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 longest.

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 will 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 viewed at https://apps.azsos.gov/public_services/register/2009/46/governor.pdf).

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; or

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 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.

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). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the procurement officer upon request. These warranties shall remain in effect through the term of the contract. The contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the contract and verify employee compliance using the E-Verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at 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 INFLUENCE

4.34.1 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.

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

4.34.2.1 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.

4.34.3 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.

4.34.4 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.

4.35 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.

4.36 CONFIDENTIAL INFORMATION

4.36.1 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.

4.36.2 The 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. The 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.

4.36.3 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.

4.37 PUBLIC RECORDS

Under Arizona law, all offers submitted and opened are public records and must be retained by the County 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.

4.38 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.

4.39 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.*

4.40 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.

4.41 FORCED LABOR

4.41.1 By submitting a bid for this solicitation and/or entering into a contract as a result of this solicitation, contractor agrees to comply with all applicable portions of Arizona Revised Statutes Section 35-394. Contracting; procurement; prohibition; written certification; remedy; termination; exception; definitions.

4.41.2 Contractor certifies that it does not currently, and agrees for the duration of the contract, that it will not use:

4.41.2.1 The forced labor of ethnic Uyghurs in the People's Republic of China.

4.41.2.2 Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

4.41.2.3 Any contractors, subcontractors or suppliers that use the forced labor or any good or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

4.41.3 If contractor becomes aware during the term of the agreement that contractor is not in compliance with this paragraph, the contractor shall notify the County within five business days after becoming aware of the noncompliance. If the contractor fails to provide a written certification to the County that the contractor has remedied the noncompliance within 180 days after notifying the County of its noncompliance, then the agreement terminates, except that if the agreement termination date occurs before the end the 180-day period, the agreement terminates on the agreement termination date.

4.42 **UNIQUE ENTITY IDENTIFIER (UEI) AND SYSTEM FOR AWARD MANAGEMENT REGISTRATION:**

All contractors that receive funding must have a UEI number through <https://sam.gov/content/entity-registration>. Contractor must also remain current with the System for Award Management www.sam.gov throughout the term of the contract.

4.43 **RELIGIOUS ACTIVITIES:**

The contractor agrees that costs, planned or claimed, including costs incurred, shall not include any expense for any religious activity.

4.44 **POLITICAL ACTIVITY PROHIBITED:**

None of the funds, materials, property, or services contributed by the County or the contractor under the agreement shall be used in the performance of this agreement for any partisan political activity, or to further the election or defeat of any candidate for public office.

4.45 EQUAL EMPLOYMENT OPPORTUNITY:

4.45.1 The contractor shall not discriminate against any employee or applicant for employment because of race, age, disability, color, religion, sex, or national origin. The contractor shall take affirmative action to ensure applicants are employed and that employees are treated during employment without regard to their race, age, disability, color, religion, sex, or national origin. Such action shall include but is not limited to the following: employment, upgrading, demotion or transfer, recruitment, or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

4.45.2 Contractor shall comply with the following provisions:

4.45.2.1 Title VI and VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000a, et seq.);

4.45.2.2 The Rehabilitation Act of 1973, as amended (29 U.S.C. §§ 701, et seq.);

4.45.2.3 The Age Discrimination in Employment Act of 1967, as amended (29 U.S.C. §§ 621, et seq.);

4.45.2.4 The Americans With Disabilities Act of 1990 (42 U.S.C. §§ 12101, et seq.); and Arizona Executive Order 2009-09, as amended, et seq. which mandates that all persons shall have equal access to employment opportunities.

4.45.2.5 Contractor understands that the United States has the right to seek judicial enforcement of this assurance.

4.46 CERTIFICATION REGARDING LOBBYING:

4.46.1 Contractor certifies, to the best of their knowledge and belief, that:

4.46.1.1 No federal appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency. This applies to a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant. Including the making of any federal, loan the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

4.46.2 If any funds other than federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

4.46.3 Contractor shall include Lobbying Certification language in the award documents for all subcontractors (including sub-grants, and contract under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

4.46.3.1 The Lobbying Certification is a material representation of fact upon which reliance was placed when this transaction is made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any successful proposer(s) who fail to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

4.47 **CLEAN AIR ACT & CLEAN WATER ACT:**

Contractor must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 7606), section 508 of the Clean Water Act (33 U.S.C. 1368) Executive Order 11738, and Environmental Protection Agency regulations.

4.48 **ENERGY POLICY AND CONSERVATION ACT:**

Contractor must adhere to the standards and policies relating to energy efficiency, which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat.871).

4.49 **AVAILABILITY OF FUNDS:**

4.49.1 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 shall 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.

4.49.2 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.

4.50 **CONTRACT DISPUTES:**

All Contract disputes will be handled in accordance with the Maricopa County Procurement Code, MCI-906