

ADDENDUM #3(DTD. 11/10/09) – THE BID OPENING DATE HAS BEEN POSTPONED UNTIL FURTHER NOTICE, PENDING THE DEVELOPMENT OF TIPPER/HOPPER SPECIFICATIONS.

ADDENDUM #2(DTD. 11/06/09) – SEE CHANGES TO SECTION 1.0 AND USE THIS ATTACHMENT A PRICING WHEN YOU ARE SUBMITTING YOUR BID.

ADDENDUM #1(DTD. 10/29/09) MANDATORY PRE-BID CONFERENCE DATE IS REVISED TO READ - "TUESDAY, NOVEMBER 10, 2009."



NOTICE OF SOLICITATION

SERIAL 09080-S

INVITATION FOR BID FOR: TRASH COMPACTOR RENTAL

Notice is hereby given that sealed bids will be received by the Materials Management Department, Materials Management Center, 320 West Lincoln Street, Phoenix, Arizona 85003-2494, until **2:00 P.M.** Arizona time on ~~November 17th 2009~~ **PENDING** to furnish the following services to Maricopa County. Bids will be opened by the Materials Management Director (or designated representative) at an open, public meeting at the above time and place.

All bids must be signed, sealed and addressed to the Materials Management Department, Materials Management Center, 320 West Lincoln Street, Phoenix, Arizona 85003-2494, and marked "**SERIAL 09080-S INVITATION FOR BID FOR TRASH COMPACTOR RENTAL.**"

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

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

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

DIRECT ALL INQUIRIES TO:

CHARLES HINEGARDNER
PROCUREMENT OFFICER
TELEPHONE: (602) 506-6476
EMAIL: HINEGARDNERC@MAIL.MARICOPA.GOV

THERE WILL BE A MANDATORY PRE-BID CONFERENCE ON TUESDAY ~~THURSDAY~~ NOVEMBER 10th, 2009 AT 10:00 AM AT THE MARICOPA COUNTY MATERIALS MANAGEMENT DEPARTMENT, 320 WEST LINCOLN STREET, PHOENIX, ARIZONA 85003

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

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

VENDORS MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WITH THEIR BID

Signature:

Date:

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NOTICE OF SOLICITATION

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SPECIFICATIONS ON INVITATION FOR BID FOR: COMPACTOR RENTAL

1.0 **INTENT:**

The intent of this Solicitation is to establish a contract to provide roll-off, self-contained, enclosed trash compactor rental units as specified, including an all inclusive, full maintenance coverage program.

Compactor units shall be provided on a month-to-month demand rental basis with no fixed term. (Refer to §3.9 – Requirements Contract and §3.15 – Addition/Deletion of Services.

Note: Other County departments may use this contract for compactor rental. Facilities Management is not responsible for contract administration for services requested by other County agencies.

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.

Other governmental entities under agreement with the County may have access to services provided hereunder (see also Sections 2.17 and 2.18, below).

2.0 **TECHNICAL SPECIFICATIONS:**

COMPACTOR RENTAL

2.1 COUNTY WILL PROVIDE:

- 2.1.1 Necessary concrete or suitable hard surface for compactor placement.
- 2.1.2 Electrical power, with disconnect within six (6) feet of unit.
- 2.1.3 Dock areas where needed to facilitate operational hook-up.

2.2 SPECIAL UNITS:

- 2.2.1 Special Compactor at 101 West Jackson Street.:
Bidders are encouraged to visit this site and inspect the current compactor located on the north side at the dock. This compactor is designed to grab and tip the County’s 3-yard mobile dollies. The dolly bins are owned by Maricopa County.
- 2.2.2 Special Compactor at 101 West Jackson Street:
The south side compactor at the dock is a standard 35-yard unit. This compactor is filled via a tipper unit mounted to the dock. The County owns the tipper unit. Repairs to the tipper will be the responsibly of the compactor rental company. A line item hourly rate is established in Attachment A, PRICING. Should this unit require replacement, all vendors under this contract shall have an opportunity to quote a replacement unit.
- 2.2.3 County Administration Building:
As this site requires a low profile unit due to height restrictions when loading and unloading from truck, it is recommended each bidder inspect the site and unit.
- 2.2.4 MCSO Food Factory:
See specification for sound beam in §2.13.2-J

2.3 GENERAL TECHNICAL SPECIFICATIONS FOR ROLL-OFF SELF CONTAINED TRASH COMPACTORS:

- 2.3.1 The compactor units will be used for a combination of kitchen-type food waste and dry trash. Specifications listed are general, may be more or less than listed.
- 2.3.2 General Equipment Requirements:

- (A) County prefers the compactor to be American Manufacture, and have components of UL listing,
 - (B) 35-cubic yard self contained
 - (C) 230/480 VAC, 3-phase, 10 h.p.
 - (D) Electric control voltage: 120 VAC
 - (E) Panel box assembly UL rated, key operated
 - (F) All circuits fused
 - (G) No pressure switch machines or limit switch machines
 - (H) 3-pushbutton station: start/stop/reverse; Push buttons to be Allen-Bradley 800T series type or better
 - (I) Units to have loading hopper and operating controls station
 - (J) Food Factory units (2 each) at the MCSO Food Factory on Lower Buckeye Road will require an automatic operating feature via the use of a sound beam, to be installed at the charge chamber of the compactor and will, at a predetermined level, cause the compactor to automatically cycle one-time for continuous unattended operation. This system automatically starts a cycle (or multiple of cycles) in an unattended operation by the use of the sound beam when the charge chamber is 80% full.
 - (K) Must ANSIZ 1-1990 Safety Standards.
 - (L) The supplied equipment shall conform to NSWMA ratings and standards
 - (M) The Contractor must stock a complete array of compactor parts in their inventory.
 - (N) Compactors shall be keyed alike and have the same characteristics:
 - Automatic operation with key-lock selector switch
 - Hand/manual operation to full compactor load to 100% hydraulic force.
 - (O) Units must have working and functional flytraps.
 - (P) Deodorizing Units: If required, compactor owner must obtain and install. A separate line item price for this option is in Attachment A, PRICING as a one-time flat rate. Maintenance and repair of the deodorizer shall be included in the flat rate.
 - (Q) Must follow and adhere to all regulatory requirements of State, Municipal, or County agencies. Should a requirement from one or more of these agencies be compulsory, the compactor owner must comply. Cost of modifications to any compactor due to compliance to be incurred by the compactor owner.
- 2.4 Compactors rented by the County that require repairs shall be so performed on-site and unit shall not be out-of-service more than twenty-four (24) hours. A penalty of 1/30th of the monthly rental fee shall be deducted for each four (4) hour interval over the twenty-four hour limit. The Contractor shall be responsible to ensure the County receives the full use of a compactor.
- 2.5 The compactors shall be placed on an all-inclusive maintenance program. The cost of such shall be included in the monthly rental fee. All parts (See exception), labor, transportation, supervision, hydraulic oils, filters, materials, hoses, supplies, etc. shall be included in the full maintenance. The only part that is an exception to the full maintenance is the compactor tailgate seal and labor to replace same.
- 2.6 Damages caused by the County to the compactor equipment are billable to the County. Damages caused by the Hauler shall be directed to the Hauler by the compactor firm. Damages caused by other than County or Hauler shall be directed at the firm who caused the damage, by the compactor firm.
- 2.7 Repair service response time shall be six (6) hours on-site after receiving request from the County. The six hour response time shall carryover the next day if called into Contractor's office after 12:00 Noon.
- 2.8 **BILLABLE CHARGES:**
- All billable charges must be invoiced separately from the rental charges. There are three labor rates based on time of service (See §2.10.2). There are no provisions for trip charges or mileage fees.

2.9 CLEANING OF COMPACTOR UNITS:

Note: Scheduling of the compactor cleaning shall be the responsibility of the compactor owner, working in concert with the Hauler.

The hauling contractor shall be responsible to schedule and coordinate with the end user (see section 2.11) the cleaning process of the compactors as the hauling contractor has the resources to transport the unit to the cleaning facility. Compactors shall be steam cleaned inside and outside every six months, or if deemed sooner by the County. Compensation for such cleaning is line item priced in Attachment A, PRICING. The cleaning cost to include all transportation (to and from the cleaning site), labor, cleaning supplies, cleaning equipment, and all effort necessary to perform such service. This service shall be billed separately from the monthly hauling invoice. Failure of Contractor to comply with a request to clean any unit will result in the County having unit cleaned by another source and the cost of such deducted from any monies due the Contractor.

2.9.1 Behind Compaction Blade Cleaning:

This area shall be a separate line item price, per compactor, as it requires special disassembly of the face panels and actual mucking of the internal area. This service to be performed at least two (2) times per year and scheduling shall be the responsibility of the compactor owner.

2.10 CONTRACTOR REQUIREMENTS:

2.10.1 Contractors are not to change the service schedule without prior approval of the County.

2.10.2 The County operates on a twenty-four/seven schedule. Normal County business hours are 6:00 AM – 6:00 PM. After hours are from 6:00 PM – 6:00 AM. All other times are considered weekend and holiday hours. Some County agencies may require the contractor to schedule pickup times before or after hours.

2.10.3 The Contractor shall perform the work in a way to minimize disruption to the normal operation of building tenants.

2.10.4 The Contractor shall make necessary repairs to the units, or while executing pick-up and/or delivery, in such a manner that does not damage County property. In the event damage occurs to Maricopa County property, or any adjacent property by reason of any repairs or pick-ups and/or delivery performed under this Contract, the Contractor shall replace or repair the same at no cost to the County. If damage caused by the Contractor has to be repaired or replaced by the County, the cost of such work shall be deducted from the monies due the Contractor.

2.11 CHANGE IN SERVICES BY AUTHORIZED COUNTY PERSONNEL:

Due to the enormity of the County, and the budgeted dollars established for trash services, only the following County departments/staff are authorized to place phone requests to change services (i.e. increasing can size; add more cans; change location; change in days of week pickup; etc.). The following County departments fund their own trash services, and therefore it is imperative that all changes be coordinated through them. If the Contractor arbitrarily adds/deletes services without the knowledge of the below listed personnel, there may not be enough budgeted dollars to pay for the additional cost at the end of the fiscal year. Each Contractor runs the risk of *non-payment for services* if he changes any container size or pickup days without having authorization from the County personnel listed below. Hence, it is imperative that all changes be channeled through these staff members ONLY. Failure of Contractor to follow these requirements may cause Contractor to incur cost of said changes if unauthorized

For Facilities Management accounts only:

Tom Wilson 602/506-4894

Paul Lawrence 602/506-8754

Michael Mahr 602/506-7966
Rick Crago 602/506-8198

MCSO Procurement
Crystal Wester 602/876-3408

Each authorized person above may make phone request for service changes within their respective accounts only.

Note to authorized County personnel:

After making any changes, the authorized person MUST notify either the Materials Management procurement officer or the Contract Administrator of FMD, so formal contract changes can be completed.

2.12 BILLING PROCEDURES:

Sites are not to be individually invoiced unless all site billings can fit on one page. More than one page of listings will require individual sites as an attachment to one combined invoice (Sample shall be provided at Post Award Conference).

Monthly invoicing shall be billed to the departments responsible for the serviced sites.
(This to be clarified at the Post Award Conference):

Contractor(s) of record must create new individual accounts for the following departments:

FACILITIES MANAGEMENT SITES:

Facilities Management Department
401 W. Jefferson St.
Phoenix, AZ, 85003.

MCSO SITES:

ACCOUNTS PAYABLE
234 N. Central 7th Floor
Phoenix, AZ 85004

2.13 TAX:

Taxes shall be imposed on front loader/compactor commodities (i.e., parts, materials) purchased by the County not covered on the full maintenance program. No tax shall be levied against labor, rental fees, delivery and pickup fees, or other services.

Bid pricing to include all labor, overhead, tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the bidder to determine any and all taxes and include the same in bid price.

2.14 CONTRACTOR QUALIFICATIONS AND REQUIRED SUBMITTALS:

2.14.1 On letterhead, provide statement on how many years your firm has been in the compactor rental/leasing/sales business. The County is requiring a minimum of three (3) consecutive years. On letterhead, provide statement of years in business, what city/state, and major accounts has your firm serviced. Also state how your firm plans to provide the inventory of compactors needed by the County (i.e., already in inventory, special order). Provide parts inventory statement for sufficient supply of repair parts and equipment to perform routine compactor repairs.

2.14.2 For actual repair of the compactor units, the Contractor must have factory trained repair service technicians on staff, and shall not use third party service/repair employees. On bidder's letterhead, provide such statement.

2.14.3 As part of the County's due diligence, these requirements shall be verified by FMD via a formal inspection after bid submittals and prior to bid award.

2.15 INVOICES AND PAYMENTS:

2.15.1 The Contractor shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract Serial Number
- County purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Time of service or delivery
- Compactor location
- Quantity
- Contract Item numbers
- Description of Purchase
- Pricing per unit of purchase
- Extended price
- Total Amount Due

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

2.15.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Award the Contractor shall fill out an EFT Enrollment form (to be provided by the Procurement Officer) or as located on the County Department of Finance Website as a fillable PDF document (www.maricopa.gov/finance/).

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

2.16 DELIVERY:

It shall be the Contractor's responsibility to meet the proposed delivery requirements. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

2.17 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE):

The County is a member of the \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of \$AVE may access a contract resulting from a solicitation issued by the County. If you **do not** want to grant such access to a member of \$AVE, **please so state** in your proposal. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

2.18 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)

County currently holds ICPA's with numerous governmental entities throughout the State of Arizona. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. Please indicate on Attachment A, your acceptance or rejection regarding such participation of other governmental entities. Your response will not be considered as an evaluation factor in awarding a contract.

3.0 **CONTRACTUAL TERMS & CONDITIONS:**

3.1 CONTRACT TERM:

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

3.2 OPTION TO RENEW:

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

3.3 PRICE ADJUSTMENTS:

Any requests for reasonable price adjustments must be submitted to Maricopa County Material Management sixty (60) days prior to the Contract annual anniversary date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

3.4 INDEMNIFICATION:

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

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

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

3.5 INSURANCE:

3.5.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of

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

- 3.5.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.
- 3.5.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.
- 3.5.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.
- 3.5.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- 3.5.6 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.
- 3.5.7 The insurance policies required by this Contract, except Workers' Compensation, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.
- 3.5.8 The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.
- 3.5.9 Commercial General Liability:

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.
- 3.5.10 Automobile Liability:

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

3.5.11 Workers' Compensation:

3.5.11.1 Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

3.5.11.2 Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

3.5.12 Certificates of Insurance.

Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**

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

3.5.12.2 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

3.5.13 Cancellation and Expiration Notice.

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

3.6 PROCUREMENT CARD ORDERING CAPABILITY:

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

3.7 INTERNET ORDERING CAPABILITY:

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

3.8 ORDERING AUTHORITY.

3.8.1 Respondents should understand that any request for purchase of materials or services shall be accompanied by a valid purchase order, issued by Materials Management, or by a Certified Agency Procurement Aid (CAPA).

3.8.2 Maricopa County departments, cities, other counties, schools and special districts, universities, nonprofit educational and public health institutions may also purchase from under this Contract at their discretion and/or other state and local agencies (Customers)

may procure the products under this Contract by the issuance of a purchase order to the Respondent. Purchase orders must cite the Contract number.

3.8.3 Contract award is in accordance with the Maricopa County Procurement Code. All requirements for the competitive award of this Contract have been met. A purchase order for the products is the only document necessary for Customers to purchase and for the Respondent to proceed with delivery of materials available under this Contract.

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

3.9 REQUIREMENTS CONTRACT:

3.9.1 Contractors signify their understanding and agreement by signing a bid submittal, that the Contract resulting from the bid will be a requirements contract. However, the Contract does not guarantee any minimum or maximum number of purchases will be made. It only indicates that if purchases are made for the materials contained in the Contract, they will be purchased from the Contractor awarded that item. Orders will only be placed when the County identifies a need and proper authorization and documentation have been approved.

3.9.2 County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documented costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

3.9.3 Contractors agree to accept verbal notification of cancellation from the Materials Management Procurement Officer with written notification to follow. By submitting a bid in response to this Invitation for Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

3.10 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

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

3.11 TERMINATION FOR DEFAULT:

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

3.12 TERMINATION BY THE COUNTY:

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

3.13 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

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

3.14 OFFSET FOR DAMAGES;

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

3.15 ADDITIONS/DELETIONS OF SERVICE:

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

3.16 SUBCONTRACTING:

3.16.1 The Contractor may not assign a Contract or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

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

3.17 AMENDMENTS:

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

3.18 RETENTION OF RECORDS:

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

3.19 ADEQUACY OF RECORDS:

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

3.20 AUDIT DISALLOWANCES:

If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the County either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

3.21 VALIDITY:

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

3.22 RIGHTS IN DATA:

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

3.23 RELATIONSHIPS:

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

3.24 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

3.24.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

3.24.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

3.24.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3.24.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

3.24.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

3.24.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contract.

3.24.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

3.25 ALTERNATIVE DISPUTE RESOLUTION:

3.25.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:

3.25.1.1 Render a decision;

3.25.1.2 Notify the parties that the exhibits are available for retrieval; and

3.25.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).

3.25.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.

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

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

3.26.1 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. 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. I-9 forms are available for download at USCIS.GOV.

3.26.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or department of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

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

3.27.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract.

3.27.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or department of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

3.28 CONTRACTOR LICENSE REQUIREMENT:

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

3.28.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1502 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

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

4.1 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

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

Administrative telephone inquiries shall be addressed to:

Charles Hinegardner, Procurement Officer, 602.506.6476
hinegardner@mail.maricopa.gov

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

4.2 EVALUATION CRITERIA.

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

4.2.1.1 Compliance with specifications.

4.2.1.2 Price.

4.2.1.3 Determination of responsibility.

4.3 SUBMISSION PRICE CLARITY.

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

4.4 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS.

Respondents shall provide their Bids as follows:

4.4.1 One (1) original hardcopy.

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

4.4.2.1 Attachment A (PRICING)-Excel

4.4.2.2 Attachment B (AGREEMENT)-WORD

4.4.2.3 Attachment C (REFERENCES)-WORD

4.4.2.4 Required submittals of §2.14.

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

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

SERIAL 09080 – S, COMPACTOR RENTAL

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

4.5 RESPONDENT REVIEW OF DOCUMENTS.

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

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

4.5.2 **Mandatory:** Attachment “A”, Pricing is enclosed;

4.5.3 **Mandatory:** Attachment “B”, Agreement is enclosed; and

4.5.4 **Mandatory:** Attachment “C”, References is enclosed.

4.5.5 **Mandatory:** Required submittals of §2.14

4.6 POST AWARD MEETING:

The Contractor shall be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of this Contract. This meeting will be coordinated by the Procurement Officer of the Contract.

NOTE 1: RESPONDENTS ARE STRONGLY ENCOURAGED TO REVIEW MARICOPA COUNTY'S PROCUREMENT ADMINISTRATIVE INFORMATION PRIOR TO SUBMITTING A BID. FOR THIS INFORMATION, GO TO:

www.maricopa.gov/materials/ADVBD/Boilerplate/Terms-conditions.asp

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

ATTACHMENT A
PRICING

SERIAL 09080-S
 NIGP CODE: 54511
 RESPONDENT NAME: _____
 VENDOR NUMBER : _____
 ADDRESS: _____
 P.O. ADDRESS: _____
 TELEPHONE NUMBER: _____
 FACSIMILE NUMBER: _____
 WEB SITE: _____
 REPRESENTATIVE: _____
 REPRESENTATIVE E-MAIL: _____

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE SERVICES UNDER THIS CONTRACT:	[]	[]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[]	[]	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: <small>(Payment shall be made within 48 hours of utilizing the Purchasing Card)</small>	[]	[]	_____%
PAYMENT TERMS: RESPONDENT IS REQUIRED TO PICK ONE OF THE FOLLOWING. PAYMENT TERMS WILL BE CONSIDERED IN DETERMINING LOW BID. FAILURE TO CHOOSE PAYMENT TERMS WILL RESULT IN A DEFAULT TO NET 30 DAYS.			
<input type="checkbox"/> NET 10 DAYS	<input type="checkbox"/> NET 45 DAYS	<input type="checkbox"/> 1% 10 DAYS NET 30 DAYS	
<input type="checkbox"/> NET 15 DAYS	<input type="checkbox"/> NET 60 DAYS	<input type="checkbox"/> 2% 30 DAYS NET 31 DAYS	
<input type="checkbox"/> NET 20 DAYS	<input type="checkbox"/> NET 90 DAYS	<input type="checkbox"/> 1% 30 DAYS NET 31 DAYS	
<input type="checkbox"/> NET 30 DAYS	<input type="checkbox"/> 2% 10 DAYS NET 30 DAYS	<input type="checkbox"/> 5% 30 DAYS NET 31 DAYS	

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

1.0 MONTH-TO-MONTH RENTAL PRICING:

1.1	1403 MCSO - Estrella Jail 2939 W. Durango Phoenix, AZ	1-35YD	\$ _____ /per month/ea.
1.2	1601 MCSO - Durango Jail 3225 W. Gibson Ln Phoenix, AZ	1-35YD	\$ _____ /per month/ea.
1.3	1612 MCSO - Towers Jail 3127 W. Gibson Ln Phoenix, AZ	1-35YD	\$ _____ /per month/ea.
1.4	1713 Juvenile Detention 3131 W. Durango Phoenix, AZ	1-35YD	\$ _____ /per month/ea.
1.5	1961 Lower Buckeye Jail 3250 W. Lower Buckeye Rd. Phoenix, AZ	2-35YD	\$ _____ /per month/ea.
1.6	1962 MCSO - Food Factory 3150 W. Lower Buckeye Rd. Ste. A Phoenix, AZ	2-35YD	\$ _____ /per month/ea.

ATTACHMENT A
PRICING

1.7	1963 MCSO - Laundry 3170 W. Lower Buckeye Rd. Phoenix, AZ	1-35YD	\$ _____ /per month/ea.
1.8	2855 SE Public Facility 222 E. Javelina Mesa, AZ	1-35YD	\$ _____ /per month/ea.
1.9	3309 MCSO - Madison Street Jail 101 W. Jackson St. Phoenix, AZ Compactor - South W/ dock mounted tipper	1-35YD	\$ _____ /per month/ea.
1.10	3309 Madison Street Jail (ECB) 101 W. Jackson St. Phoenix, AZ Compactor - North W/ built-in tipper	1-35YD	\$ _____ /per month/ea.
1.11	3310 County Administration Bldg. 301 W. Jefferson St. Phoenix, AZ	1-35YD	\$ _____ /per month/ea.
1.12	3316 4th Avenue Jail 201 S. 4th Ave. Phoenix, AZ	2-35YD	\$ _____ /per month/ea.
1.13	4053 Downtown Justice Courts 620 W. Jackson St. Phoenix, AZ	2-35 YD	\$ _____ /per month/ea.
1.14	1962 MCSO - Inmate Canteen 3150 W. Lower Buckeye Rd. Ste. B Phoenix, AZ	1-35YD	\$ _____ /per month/ea.

2.0 OTHER PRICING:

2.1	Cleaning behind compactoion blade (Minimum 2X/YR per Sec. 2.9.1)	\$ _____ /per compactor
2.2	Deodorizing Option (Per Sec. 2.3.2 P)	\$ _____ /per compactor one time flat rate
2.3	Labor, to repair compactor not covered under full maintenance :	\$ _____ /per hr.
	(Also to repair other ancillary equipment)	
2.4	Normal business hours:	\$ _____ /per hr.
2.5	After hours:	\$ _____ /per hr.
2.6	Weekends/holidays:	\$ _____ %
2.7	Parts, materials, other, cost plus:	_____ %
2.8	Pull Charge for compactor removed from service (at Maricopa County request)	\$ _____ /per compactor

ATTACHMENT B

AGREEMENT PAGE

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

Small Business Enterprise (SBE)

RESPONDENT (FIRM) SUBMITTING PROPOSAL

FEDERAL TAX ID NUMBER

DUNS #

PRINTED NAME AND TITLE

AUTHORIZED SIGNATURE

ADDRESS

TELEPHONE /

FAX #

CITY

STATE

ZIP

DATE

WEB SITE

EMAIL ADDRESS

MARICOPA COUNTY, ARIZONA

DIRECTOR, MATERIALS MANAGEMENT

DATE

CHAIRMAN, BOARD OF SUPERVISORS

DATE

ATTESTED:

CLERK OF THE BOARD

DATE

APPROVED AS TO FORM:

LEGAL COUNSEL

DATE

ATTACHMENT C

RESPONDENT REFERENCES

RESPONDENT SUBMITTING BID: _____

1. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

2. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

3. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

4. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

5. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

EXHIBIT 1

VENDOR REGISTRATION PROCEDURES
AND
SMALL BUSINESS PROGRAM

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

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

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

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

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

SMALL BUSINESS PROGRAM

(MCBIZ)

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

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

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