

**SERIAL 210237-C      SAFETY EQUIPMENT AND SUPPLIES**

**DATE OF LAST REVISION: December 08, 2021    CONTRACT END DATE: December 31, 2023**

**CONTRACT PERIOD THROUGH DECEMBER 31, 2023**

TO:                    All Departments  
FROM:                Office of Procurement Services  
SUBJECT:            Contract for **SAFETY EQUIPMENT AND SUPPLIES**

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 **December 08, 2021**.  
**(Eff. 01/01/2022).**

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.



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Kevin Tyne, Chief Procurement Officer  
Office of Procurement Services

EK/mm  
Attach

Copy to:            Office of Procurement Services  
                        Chuck Mayper, MCSO  
                        Ed Waldner, MCSO  
                        Martie Billings, MCDOT

(Please remove Serial 16056-C from your contract notebooks)

**SAFEWARE, INC., 4403 FORBES BLVD., LANHAM, MD 20706**

|                                  |   |
|----------------------------------|---|
| COMPANY NAME:                    | Safeware, Inc.  |
| DOING BUSINESS AS (dba):         |   |
| MAILING ADDRESS:                 | 4403 Forbes Blvd., Lanham, MD 20706   |
| REMIT TO ADDRESS:                | PO Box 76320, Baltimore, MD 21275-6320  |
| TELEPHONE NUMBER:                | 800-331-6707  |
| FAX NUMBER:                      | 301-683-1200  |
| WWW ADDRESS:                     | <a href="https://www.safewareinc.com/">https://www.safewareinc.com/</a>   |
| REPRESENTATIVE NAME:             | Rob Berner<br>Any Order Requests, Purchase orders, etc. should be directed to our customer service representative dedicated to Maricopa County as follows:<br>Debbie Lundquist 303/322-3577<br><a href="mailto:Phxoffice@safewareinc.com">Phxoffice@safewareinc.com</a> |
| REPRESENTATIVE TELEPHONE NUMBER: | 301/683-1234 Rob 480/433-1268   |
| REPRESENTATIVE EMAIL ADDRESS     | <a href="mailto:rberner@safewareinc.com">rberner@safewareinc.com</a><br><a href="mailto:Phxoffice@safewareinc.com">Phxoffice@safewareinc.com</a>  |

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

NET 30 DAYS

| Designated Line Item Pricing |  |            |     |      |   |
|------------------------------|--|------------|-----|------|---|
|                              | Title  | Unit Price | Qty | UofM | Bidder Notes  |
| 3rd Call                     | Banner Guard 3" x 1000' Yellow/Black "SHERIFF'S LINE DO NOT CROSS" | \$9.56     | 1   | each | Manufacturer Name: Harris<br>Model Number: HAR BT-30<br>Number of individual units per unit of sale: 1 roll<br>Minimum Order Quantity (if applicable): 6 rolls<br>Approximate Lead Time: 14 days<br>NO warranty   |
| 3rd Call                     | Banner Guard 3" x 1000' Yellow/Black "DO NOT CROSS"                | \$16.47    | 1   | each | Manufacturer Name: Harris<br>Model Number: HAR BT-DNC<br>Number of individual units per unit of sale: 1 roll<br>Minimum Order Quantity (if applicable): 12 rolls<br>Approximate Lead Time: 14 days<br>No warranty |
| 1st Call                     | Collar Extraction Stifneck Select or equivalent                    | \$6.71     | 1   | each | Manufacturer Name: Harris<br>Model Number: HAR BT-DNC<br>Number of individual units per unit of sale: 1 roll<br>Minimum Order Quantity (if applicable): 12 rolls<br>Approximate Lead Time: 14 days<br>No warranty |

**SAFEWARE, INC**

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| 3rd Call | Cone traffic 28"w/reflective collars wide body PVC Blaze Orange 7 1/2# lettering   | \$15.99    | 1 | each | Manufacturer Name: JBC<br>Model Number: RS70032CT3M64<br>Number of individual units per unit of sale: 1<br>Minimum Order Quantity (if applicable): 50<br>Approximate Lead Time: 63-77 days<br>No warranty   |
| 3rd Call | Highway Fuse Safety Flares 20 minute without spike of wire                         | \$174.86   | 1 | each | Manufacturer Name: Cortina<br>Model Number: 95-07-21<br>Number of individual units per unit of sale: case of 72<br>Minimum Order Quantity (if applicable): 72<br>Approximate Lead Time: 3 days<br>Warranty N/A  |
| 1st Call | Kit Blood Coll Vacutainer Tri-Tech BA-2  | \$131.67   | 1 | each | Manufacturer Name: Tri-Tech Forensics<br>Model Number: BA-2<br>Number of individual units per unit of sale: case of 25<br>Minimum Order Quantity (if applicable): 1 case<br>Approximate Lead Time: 28 days<br>Warranty - None unless product is received with less than 6 months until expiration             |
| 2nd Call | Knife box-16"x3"x2" labeled knife box ZQ720KNF or equivalent bundles of 25         | \$31.93    | 1 | each | Manufacturer Name: Sirchie<br>Model Number: SIR ECB001K<br>Number of individual units per unit of sale: 25 per bundle<br>Minimum Order Quantity (if applicable): 1 bundle<br>Approximate Lead Time: 7-10 days<br>Warranty N/A   |
| 3rd Call | Leg Irons Peerless Model #703  | \$36.67    | 1 | each | Manufacturer Name: Peerless/Kroll<br>Model Number: PR-4740<br>Number of individual units per unit of sale: 1<br>Minimum Order Quantity (if applicable): 1<br>Approximate Lead Time: 2-4 days<br>Lifetime warranty for manufacturers defect and workmanship (all products through Peerless have same warranty) |
| 2nd Call | LIBERATOR II Tactical Headset w/Integrated Digital Hearing Protection Tactical PTT | \$1,685.52 | 1 | each | Manufacturer Name: Atlantic Signal<br>Model Number: CT6.XCY.5C/PTT.VP1.5C<br>Number of individual units per unit of sale: 1<br>Minimum Order Quantity (if applicable): 1<br>Approximate Lead Time: 84-98 days<br>2 year warranty  |
| 1st Call | LIBERATOR III Basic-TACP/JTAC Secure Dual-Comm Tactical Headset-see description    | \$1,685.52 | 1 | each | Manufacturer Name: Atlantic Signal<br>Model Number: CT6.XCY.5C/PTT.VP1.5C<br>Number of individual units per unit of sale: 1<br>Minimum Order Quantity (if applicable): 1<br>Approximate Lead Time: 84-98 days<br>2 year warranty  |

**SAFEWARE, INC**

|          |   |            |   |      |  |
|----------|---|------------|---|------|--|
| 2nd Call | LIBERATOR III Lite Secure Dual-Comm Tactical Headset-see description          | \$1,685.52 | 1 | each | Manufacturer Name: Atlantic Signal<br>Model Number: CT6.XCY.5C/PTT.VP1.5C<br>Number of individual units per unit of sale: 1<br>Minimum Order Quantity (if applicable): 1<br>Approximate Lead Time: 84-98 days<br>2 year warranty |
| 1st Call | Mask CPR w/Hard Case Laerdal #L820019   | \$15.89    | 1 | each | Manufacturer Name: Bound Tree<br>Model Number: L820019<br>Number of individual units per unit of sale: 1<br>Minimum Order Quantity (if applicable): 1<br>Approximate Lead Time: in stock<br>1 year warranty                      |
| 2nd Call | Mask Laerdal Bag II Adult Rescue w/Mask Size 5 #845211                        | \$11.06    | 1 | each | Manufacturer Name: Bound Tree<br>Model Number: L840044<br>Number of individual units per unit of sale: 1<br>Minimum Order Quantity (if applicable): 1<br>Approximate Lead Time: in stock<br>1 year warranty                      |
| 3rd Call | Mask CPR Face shield Res Cue Key/Pouch  | \$5.30     | 1 | each | Manufacturer Name: Bound Tree<br>Model Number: AMB 531102<br>Number of individual units per unit of sale: 1<br>Minimum Order Quantity (if applicable): 1<br>Approximate Lead Time: in stock<br>1 year warranty                   |
| 1st Call | Pad fingerprint inkless 2" diameter round                                     | \$9.17     | 1 | each | Manufacturer Name: Lynn Peavey<br>Model Number: 9703<br>Number of individual units per unit of sale: 1<br>Minimum Order Quantity (if applicable): 1<br>Approximate Lead Time: 30 days<br>Warranty N/A                            |
| 1st Call | Reusable evidence ties 12"-14" Nyties 100 per package EVI-PAQS NT-1 or equiva | \$8.67     | 1 | each | Manufacturer Name: Lynn Peavey<br>Model Number: 5673<br>Number of individual units per unit of sale: 100 per pack<br>Minimum Order Quantity (if applicable): 1 pack<br>Approximate Lead Time: 21 days<br>1 year warranty         |
| 1st Call | Safety vest ANSI Class I Orange with Lime Stripes                             | \$2.84     | 1 | each | Manufacturer Name: Safeware<br>Model Number: SAF 91001<br>Number of individual units per unit of sale: 1<br>Minimum Order Quantity (if applicable): 1<br>Approximate Lead Time: 2-3 days<br>Warranty N/A                         |

**SAFEWARE, INC**

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|----------|---|----------|---|------|--|
| 3rd Call | Spray Pepper Foam 3.3 OZ<br>Sabre Red H2O #52H2O30 F                          | \$12.75  | 1 | each | Manufacturer Name: Sabre<br>Model Number: 52H2O30F<br>Number of individual units per unit of sale: 1 can<br>Minimum Order Quantity (if applicable): 25 cans<br>Approximate Lead Time: 3-4 weeks<br>warranties for manufactures defects |
| 3rd Call | Spray Pepper Stream 3.3OZ<br>Sabre Red #52H2O30                               | \$13.13  | 1 | each | Manufacturer Name: Sabre<br>Model Number: 52CFT30<br>Number of individual units per unit of sale: 1 can<br>Minimum Order Quantity (if applicable): 25 cans<br>Approximate Lead Time: 3-4 weeks<br>warranties for manufactures defects  |
| 2nd Call | Suicide cell smocks as per specifications in the solicitation                 | \$100.00 | 1 | each | Manufacturer Name: Humane Restraints<br>Model Number: HSS<br>Number of individual units per unit of sale: 1<br>Minimum Order Quantity (if applicable): 1<br>Approximate Lead Time: in stock<br>30 day warranty                         |
| 1st Call | Isolation/Suicide cell blanket as per specifications in the solicitation      | \$73.34  | 1 | each | Manufacturer Name: Humane Restraints<br>Model Number: HSB<br>Number of individual units per unit of sale: 1<br>Minimum Order Quantity (if applicable): 1<br>Approximate Lead Time: in stock<br>30 day warranty                         |
| 1st Call | Sunscreen Neutrogena Cool Dry Sport WaterResistant Sunscreen Spray SPF100 5oz | \$11.08  | 1 | each | Manufacturer Name: Banana Boat<br>Model Number: US100<br>Number of individual units per unit of sale: 1<br>Minimum Order Quantity (if applicable): 1<br>Approximate Lead Time: in stock<br>Warranty N/A                                |
| 1st Call | Sun Screen SPF 25+ 4oz PABA Free  | \$31.83  | 1 | each | Manufacturer Name: Coretex<br>Model Number: 71666<br>Number of individual units per unit of sale: case of 12<br>Minimum Order Quantity (if applicable): 1 case<br>Approximate Lead Time: 1-2 days<br>Warranty N/A                      |
| 2nd Call | Traffic Flag 18" x 18" with 30" Staff   | \$1.98   | 1 | each | Manufacturer Name: Safety Flag<br>Model Number: SAF SF1830<br>Number of individual units per unit of sale: 1<br>Minimum Order Quantity (if applicable): 24<br>Approximate Lead Time: 7 days<br>Warranty N/A                            |

**SAFEWARE, INC**

|          |   |          |   |      |  |
|----------|---|----------|---|------|--|
| 1st Call | HEARTSAVER First Aid CPR AED Student Workbook (Product # 20-1126)           | \$2.95   | 1 | each | Manufacturer Name: Heart saver<br>Model Number: 20-1126<br>Number of individual units per unit of sale: 1<br>Minimum Order Quantity (if applicable): 1<br>Approximate Lead Time: in stock<br>30 day warranty |
| 1st Call | HEARTSAVER First Aid Student Workbook (Product # 20-1128)                   | \$2.95   | 1 | each | Manufacturer Name: Heart saver<br>Model Number: 20-1128<br>Number of individual units per unit of sale: 1<br>Minimum Order Quantity (if applicable): 1<br>Approximate Lead Time: in stock<br>30 day warranty |
| 1st Call | HEARTSAVER First Aid CPR AED Instructor Manual (Product # 20-1130)          | \$70.00  | 1 | each | Manufacturer Name: Heart saver<br>Model Number: 20-1130<br>Number of individual units per unit of sale: 1<br>Minimum Order Quantity (if applicable): 1<br>Approximate Lead Time: in stock<br>30 day warranty |
| 1st Call | BLS Instructor Essentials Course DVD (Product # 20-1134)                    | \$17.65  | 1 | each | Manufacturer Name: Heart saver<br>Model Number: 20-1134<br>Number of individual units per unit of sale: 1<br>Minimum Order Quantity (if applicable): 1<br>Approximate Lead Time: in stock<br>30 day warranty |
| 1st Call | HEARTSAVER First Aid CPR AED Course Videos on USB Drive (Product # 20-1147) | \$211.77 | 1 | each | Manufacturer Name: Heartsaver<br>Model Number: 20-1147<br>Number of individual units per unit of sale: 1<br>Minimum Order Quantity (if applicable): 1<br>Approximate Lead Time: in stock<br>30 day warranty  |

| General Catalog Discounts     |            |     |      |  |
|-------------------------------|------------|-----|------|--|
| Title                         | Unit Price | Qty | UofM | Bidder Notes   |
| Law Enforcement General       | 41.00%     | 1   | each | Digital Copy of Price List: Files Attached<br>Designated price column (wholesale/retail): Safeware Catalog Price<br>Multiple files attached for this product category<br><a href="https://safeware.exavault.com/share/view/2rq7x-ddmsbvwr-24w908ug">https://safeware.exavault.com/share/view/2rq7x-ddmsbvwr-24w908ug</a><br>Any questions, please contact Karla Hyatt, Director of Government Contracts <a href="mailto:kahyatt@safewareinc.com">kahyatt@safewareinc.com</a> . |
| Personal Protective Equipment | 41.00%     | 1   | each | Digital Copy of Price List: Files Attached<br>Designated price column (wholesale/retail): Safeware Catalog Price<br>Multiple files attached for this product category<br><a href="https://safeware.exavault.com/share/view/2rq7x-ddmsbvwr-24w908ug">https://safeware.exavault.com/share/view/2rq7x-ddmsbvwr-24w908ug</a><br>Any questions, please contact Karla Hyatt, Director of Government Contracts <a href="mailto:kahyatt@safewareinc.com">kahyatt@safewareinc.com</a> . |

**SAFEWARE, INC**

|                         |        |   |      |  |
|-------------------------|--------|---|------|--|
| First Aid               | 41.00% | 1 | each | Digital Copy of Price List: Files Attached<br>Designated price column (wholesale/retail): Safeware Catalog Price<br>Multiple files attached for this product category<br><a href="https://safeware.exavault.com/share/view/2rq7x-ddmsbvwr-24w908ug">https://safeware.exavault.com/share/view/2rq7x-ddmsbvwr-24w908ug</a><br>Any questions, please contact Karla Hyatt, Director of Government Contracts <a href="mailto:kahyatt@safewareinc.com">kahyatt@safewareinc.com</a> . |
| General Safety Supplies | 41.00% | 1 | each | Digital Copy of Price List: Files Attached<br>Designated price column (wholesale/retail): Safeware Catalog Price<br>Multiple files attached for this product category<br><a href="https://safeware.exavault.com/share/view/2rq7x-ddmsbvwr-24w908ug">https://safeware.exavault.com/share/view/2rq7x-ddmsbvwr-24w908ug</a><br>Any questions, please contact Karla Hyatt, Director of Government Contracts <a href="mailto:kahyatt@safewareinc.com">kahyatt@safewareinc.com</a> . |

PRICING SHEET: NIGP CODE 34500

Terms: NET 30  
Vendor Number: VS0000005799  
Certificates of Insurance Required  
Contract Period: To cover the period ending **December 31, 2023.**

**ATTACHMENT B: AGREEMENT PAGE**

Respondent hereby certifies that respondent has read, understands, and agrees that acceptance by Maricopa County of the respondent's offer will create a binding contract. Respondent 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 agreement.

BY SIGNING THIS PAGE, THE SUBMITTING RESPONDENT CERTIFIES THAT RESPONDENT HAS REVIEWED MARICOPA COUNTY'S "STANDARD TERMS AND CONDITIONS," A COPY OF WHICH CAN BE FOUND AT <https://www.maricopa.gov/DocumentCenter/View/6453>.

Safeware, Inc.  
RESPONDENT (FIRM) SUBMITTING PROPOSAL

52-1152883  
FEDERAL TAX ID #

098692130  
DUNS #

Jessica M. Faulkner      Assistant Secretary  
PRINTED NAME                      TITLE

Jessica M. Faulkner  
AUTHORIZED SIGNATURE

4403 Forbes Blvd.  
ADDRESS

1-800-331-6707  
TELEPHONE #

301-683-1200  
FAX #

Lanham, MD 20706  
CITY                      STATE                      ZIP

7/28/2021  
DATE

https://www.safewareinc.com/  
WEBSITE

jfaulkner@safewareinc.com  
EMAIL

MARICOPA COUNTY, ARIZONA  
BY: *Jack W. Sellers*  
CHAIRMAN, BOARD OF SUPERVISORS

DEC 08 2021  
DATE

ATTESTED:  
*Quanita Gray*  
CLERK OF THE BOARD

DEC 08 2021  
DATE

APPROVED AS TO FORM:  
*Randall B. Pennington*  
DEPUTY COUNTY ATTORNEY

11/15/2021  
DATE



## SAFETY EQUIPMENT AND SUPPLIES

### 1.0 INTENT

- 1.1 The intent of this solicitation is to award multiple contracts for the provision of safety equipment and supplies to Maricopa County Sheriff's Office (MCSO) and other Maricopa County (County) departments. The County seeks to establish a list of vendors from who County can purchase based on:
  - 1.1.1 pricing for various line items as listed here in (See Section 2.1-Line Item Pricing);
  - 1.1.2 general catalog discount pricing for catalog categories listed below (see Section 2.2 – General Catalog Discount Pricing); and
  - 1.1.3 a list of vendors from whom the County can solicit items for purchases on an as-needed basis, based on qualifying requirements for purchase, as per Sections 2.4 – Contractor Requirements, and all other terms, conditions, and requirements as indicated in this solicitation.
- 1.2 County's existing contract, Serial #16056-C – Safety Equipment and Supplies, will be terminated upon award of this contract.
- 1.3 Other governmental entities under agreement with the County may have access to services provided hereunder (see also Sections 3.22 and 3.23 below).
- 1.4 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.
- 1.5 The 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 LINE ITEM PRICING

- 2.1.1 For all items contained in Section 2.1 - Line Item Pricing, respondents shall provide the per unit of sale (each, box, case, etc.) cost via line item section of the e-procurement portal, Periscope.
- 2.1.2 Pricing shall be held firm for the initial term of the contract. If an alternate product is offered, it is the responsibility of the respondent to provide detailed documentation as to how their proposed product meets or exceeds the listed line item requirements.
- 2.1.3 Line Items
  - 2.1.3.1 Alcohol pads, 200 per box
  - 2.1.3.2 Banner Guard 3" x 1000' Yellow/Black "SHERIFF'S LINE DO NOT CROSS"
  - 2.1.3.3 Banner Guard 3" x 1000' Yellow/Black "DO NOT CROSS"
  - 2.1.3.4 Collar, Extraction Stifneck® Select, or equivalent

**SERIAL 210237-C**

- 2.1.3.5 Cone, traffic, 28" with reflective collars, wide body, PVC, Blaze Orange 7 ½# base, includes "MCDOT" or "MCSO" 2" black lettering on cone
- 2.1.3.6 Flex cuffs, 21" plastic cable ties 100/box
- 2.1.3.7 Helmet, Safety, White, Round Brim PITH
- 2.1.3.8 Highway Fuse Safety Flares, 20 minute without spike of wire
- 2.1.3.9 Instant Cold Compress 4" x 5", Ammonium Nitrate
- 2.1.3.10 Kit Blood Coll Vacutainer Tri-Tech BA-2
- 2.1.3.11 Knife box - 16"x3"x2" labeled knife box ZQ720KNF or equivalent - bundles of 25
- 2.1.3.12 Leg irons, Peerless Model # 703
- 2.1.3.13 LIBERATOR® II Tactical Headset with Integrated Digital Hearing Protection with Tactical PTT
- 2.1.3.14 LIBERATOR® III Basic - TACP/JTAC Secure Dual-Comm Tactical Headset with Integrated Digital Hearing Protection base unit
- 2.1.3.15 LIBERATOR® III Lite Secure Dual-Comm Tactical Headset with Integrated Digital Hearing Protection base unit
- 2.1.3.16 Mask, CPR w/Hard Case Laerdal # L820019
- 2.1.3.17 Mask, Laerdal Bag II Adult Rescue w/Mask Size 5 #845211
- 2.1.3.18 Mask Face TecnoL Fluid Shield Fog-free Surgical
- 2.1.3.19 Mask, CPR Faceshield Res Cue Key/Pouch
- 2.1.3.20 Pad fingerprint inkless 2" diameter round
- 2.1.3.21 Reusable evidence ties, 12"-14" Nyties, 100 per package, EVI-PAQS NT-1 or equivalent
- 2.1.3.22 Safety vest, ANSI Class I, Orange with Lime Stripes
- 2.1.3.23 Spray Pepper
  - 2.1.3.23.1 56833 Defense Technology
  - 2.1.3.23.2 Spray Pepper Foam 3.3 OZ, Sabre Red H2O #52H2O30-F
  - 2.1.3.23.3 Spray Pepper Stream 3.3OZ, Sabre Red #52H2O30
- 2.1.3.24 Suicide Prevention
  - 2.1.3.24.1 Suicide cell smocks
    - 2.1.3.24.1.1 Color: Sherwood green or similar
    - 2.1.3.24.1.2 Suitable for both men and women

2.1.3.24.1.3 All fastenings shall utilize Velcro like material (no snaps or buckles) to accommodate adults with a weight range of 100 to 300lbs

2.1.3.24.1.4 Chest dimensions shall adjust to fit chest size 44 inches to 56 inches

2.1.3.24.1.5 Smock shall be constructed using two heavy duty 650-denier polyester outside fabric faces

2.1.3.24.1.6 Interior shall be lockstitch quilted polyester batting

2.1.3.24.1.7 All stitching shall utilize nylon thread

2.1.3.24.1.8 All fabrics shall be:

- stain resistant
- flame resistant
- tear resistant

2.1.3.24.2 Isolation/Suicide cell blanket:

2.1.3.24.2.1 Color: Sherwood green or similar

2.1.3.24.2.2 Size: 54" x 80 inches.

2.1.3.24.2.3 Suitable for use by both men and women

2.1.3.24.2.4 Blanket shall be constructed using two heavy duty 650-denier polyester outside fabric faces

2.1.3.24.2.5 All fabrics shall wash easily, dry rapidly

2.1.3.24.2.6 All fabrics shall be:

- stain resistant
- flame resistant
- tear resistant

2.1.3.25 Sunscreen, Neutrogena Cool Dry Sport Water-Resistant Sunscreen Spray, SPF 100, 5 oz

2.1.3.26 Sun Screen, SPF 25+ 4oz, PABA Free

2.1.3.27 Tape, Traffic Measuring Wheel Model #RR182 or equivalent

2.1.3.28 Traffic Flag, 18" x 18" with 30" Staff

2.1.3.29 Training: First Aid, CPR, and AED Completion Cards, Workbooks, Instructor Materials:

2.1.3.29.1 BLS INSTRUCTOR CARD (3-CARD) (#15-1804)

2.1.3.29.2 HEARTSAVER® CPR AED Course Completion Card (3-CARD) (Product #15-1810)

2.1.3.29.3 HEARTSAVER® FIRST AID Course Completion Card (3-CARD) (#15-1811)

2.1.3.29.4 BLS E-CARD (Product #20-3001)

- 2.1.3.29.5 HEARTSAVER® First Aid CPR AED E-Card (Product # 20-3004)
- 2.1.3.29.6 HEARTSAVER® First Aid E-Card (Product # 20-3005)
- 2.1.3.29.7 HEARTSAVER® First Aid CPR AED Student Workbook (Product # 20-1126)
- 2.1.3.29.8 HEARTSAVER® First Aid Student Workbook (Product # 20-1128)
- 2.1.3.29.9 HEARTSAVER® First Aid CPR AED Instructor Manual (Product # 20-1130)
- 2.1.3.29.10 BLS Instructor Essentials Course DVD (Product # 20-1134)
- 2.1.3.29.11 HEARTSAVER® First Aid CPR AED Course Videos On USB Drive (Product # 20-1147)

**2.2 GENERAL CATALOG DISCOUNT PRICING**

2.2.1 For all catalog categories in Section 2.2, respondents shall provide a discount rate from their published pricing catalog. Within each catalog category is a list of desired items or product types. Contractors will be awarded by catalog category (Law Enforcement Testing, Law Enforcement General, Personal Protective Equipment, First Aid, General Safety Supply) and shall provide, at a minimum, the listed items/product types within the categories as detailed in below.

**2.2.1.1 Law Enforcement Testing**

- 2.2.1.1.1 Intoxilyzer supplies
- 2.2.1.1.2 Alco-Sensor 4 supplies
- 2.2.1.1.3 Field drug testing kits, reagent color test
- 2.2.1.1.4 DWI blood specimen collection kit
- 2.2.1.1.5 Gunshot residue evidence collection kit

**2.2.1.2 Law Enforcement - General**

- 2.2.1.2.1 Reusable evidence ties
- 2.2.1.2.2 Fingerprinting supplies
- 2.2.1.2.3 Evidence storage boxes (vial size through long rifle)
- 2.2.1.2.4 Pepper spray
- 2.2.1.2.5 Paintball supplies (launchers and pepper balls)
- 2.2.1.2.6 Less than lethal munitions (hydro-kinetic projectile, smoke and sound diversionary devices)
- 2.2.1.2.7 LIBERATOR® tactical headset options and parts, and other LIBERATOR® products.

2.2.1.3 Personal Protective Equipment

2.2.1.3.1 Face masks and respirators

2.2.1.3.2 Safety glasses/goggles/face shields

2.2.1.3.3 Hardhats

2.2.1.3.4 Leather work gloves

2.2.1.3.5 PVC work gloves

2.2.1.3.6 Knee pads

2.2.1.3.7 Safety vests, shirts and pants

2.2.1.3.8 Ear plugs and muffs

2.2.1.4 First Aid

2.2.1.4.1 Extrication collars

2.2.1.4.2 CPR masks

2.2.1.4.3 First aid kits and refills

2.2.1.5 General Safety Supply

2.2.1.5.1 Flashlights

2.2.1.5.2 Traffic flags, flares, reflector triangles

2.2.1.5.3 Caution tape

2.2.1.5.4 Rain gear

2.2.1.5.5 Sun screen

2.2.2 When the price for a purchase for a commodity has a value greater than \$5,000.00 the County may opt to obtain quotes for purchases, as described in Section 2.3 Task Order Purchasing (e.g. the County may choose to purchase an order of multiple sizes or colors of a commodity through task order purchasing if the entire order for the commodity exceeds \$5,000.00).

2.2.3 Contractor shall maintain an electronic (web accessible) catalog along with toll-free phone customer service for quote/pricing/order/order tracking support.

2.2.4 Contractor's electronic version of the catalog shall display the then-current list price for the catalog category(ies) and items within those categories the contractor has been awarded to provide:

2.2.4.1 Website URL's must be maintained by the contractor at no additional cost to the County. Changes to the website address must be reported to the County within 24 hours of change of address.

2.2.4.2 County's inability to access the contractor's electronic catalog due to contractor's failure to maintain the catalog website may result in removal of the contractor from the contract for that product category.

- 2.2.4.3 Previous versions of catalogs in effect during the term of this contract must be maintained and accessible to the County, as per Section 4.25 - ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW.

**2.3 TASK ORDER PURCHASING**

- 2.3.1 Vendors who are on the list of vendors established as a result of the award of this solicitation for line item purchases and/or catalog discount purchases and/or task order purchases are able to respond to requests for quotes.
- 2.3.2 For items that are not awarded by line item or when the County determines the contractor awarded the line item is unable to meet the requirements of the County, and/or when the price of the order for the item(s) has a value greater than \$5,000.00, the County may opt to obtain quotes for purchases from all contractors on contract. The County reserves the right to increase or lower the \$5,000 threshold if doing so is in the best interest of the County.
- 2.3.3 Contractor(s) shall be notified of requests for quote issued by the County through the County's e-procurement platform (currently Periscope). The request shall contain a detailed description of the product, quantity, and desired delivery date. County shall award the item(s) based on the lowest price for the product that meets the requirements of the quote.
- 2.3.4 County reserves the right to obtain quotes for items as a one-time purchase, or to obtain quotes for multiple purchases of an item throughout a specified period of time not to exceed the end of the fiscal year (June 30). The request for quote will identify whether the County seeks to make a one-time purchase or is requesting a quote to make multiple purchases of the item over a period of time. The County does not guarantee any future purchases. Future use of a quote is based solely on the County's best interest.
  - 2.3.4.1 County may issue a request for quote in a fiscal year that is intended to be purchased in the following fiscal year. The County will not issue a request for quote intended to allow for purchase of items during the course of more than one fiscal year.

**2.4 CONTRACTOR REQUIREMENTS**

- 2.4.1 Contractors shall be required to meet the following requirements:
  - 2.4.1.1 Be an authorized dealer/reseller, authorized distributor, and/or the manufacturer of products and services being offered under this contract. The contractor shall be able to provide necessary documentation affirming their status upon request by the County.
  - 2.4.1.2 Provide a contract representative who shall be the main point of contact for the County and who shall be knowledgeable about all aspects of the contract, will handle contract administrative requests, and solve problems that may arise.
  - 2.4.1.3 Provide customer service to assist the County with account issues including, but not limited to, return policies, after hours service, post-sales support, out of stock items, and order tracking, and resolution of customer disputes within 24 hours of receipt of an email, phone call, or voicemail communication.

- 2.4.1.4 Have the ability to handle electronic, purchase card (P-card) (see Section 4.10 - PROCUREMENT CARD ORDERING CAPABILITY), and phone orders as described within this solicitation.
- 2.4.1.5 Ensure that invoicing includes catalog discounts as bid. Multiple occurrences of invoicing that does not include catalog discounts as bid may result in removal of the contractor from the contract.

## 2.5 TECHNICAL AND DESCRIPTIVE SALES LITERATURE

In response to this solicitation, the respondent 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 respondent 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 within 30 days of receipt of purchase order unless prior approval from the County for alternative arrangements have been made in writing. Details for delivery shall be stipulated on the purchase order. Contractor shall notify, in writing, 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 8:00 a.m. and 4:00 p.m. Mountain Standard Time (MST), Monday through Friday, except on County recognized holidays, with the following exceptions:
  - 3.1.2.1 Unless directed otherwise via the purchase order
  - 3.1.2.2 Maricopa County Department of Transportation (MCDOT) receiving hours are Monday thru Thursday 6 a.m. to 3 p.m. MST
- 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 OPERATING MANUALS**

Upon delivery, contractor shall provide comprehensive operational manuals, service manuals, and schematic diagrams, as applicable and if required by the department.

**3.6 SAMPLES**

The contractor may be requested to furnish samples of material(s) bid to allow for examination by the County. Any materials so requested shall be furnished within 10 working days from the date of request and furnished at no cost to the County and sent to the address designated in the requesting correspondence.

**3.7 TESTING**

Unless otherwise specified, materials purchased will be inspected by the department to ensure the materials meet the quality and quantity requirements of the specifications. When deemed necessary by the County, samples of the materials may be taken at random from stock received for submission to a commercial laboratory or other appropriate agency for analysis and tests to determine whether the materials conform in all respects to the specifications. In cases where commercial laboratory reports determine that the materials do not meet the specifications, the expense of such analysis shall be borne by the contractor.

**3.8 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.

**3.9 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.



3.10 DISCONTINUED MATERIALS

3.10.1 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 discontinued item from the contract. If the contractor requests permission to substitute a new material, the contractor shall provide the following to the County:

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

3.10.1.2 Documentation that names the replacement material.

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

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

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

3.10.2 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.

3.11 WARRANTY

3.11.1 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.

3.11.2 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 38 - ACCEPTANCE.

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

3.11.2.2 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. The contractor shall guarantee the equipment to be supplied complies with all applicable regulations.

3.12 MAINTENANCE

The contractor shall provide maintenance for the materials under this contract upon acceptance of materials by the department.

3.13 BRAND NAME

In some cases, brand names have been listed in order to define the desired quality and are not intended to be restrictive or to limit competition. Materials substantially equivalent to those designated shall qualify for consideration.

**3.14 MODEL/YEAR OF MATERIALS**

The County will only accept bids offering the most current model/year equipment/material(s).

**3.15 ORDER CUTOFF INFORMATION**

3.15.1 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.

3.15.2 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 4.16 – TERMINATION FOR CONVENIENCE.

**3.16 ORDER LEAD-TIME NOTIFICATION**

3.16.1 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.

**3.17 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.

**3.18 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.

**3.19 INVOICES AND PAYMENTS**

3.19.1 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

**3.19.2 MCSO INVOICING SHALL BE SUBMITTED TO:**

[mcsso\\_accounts\\_payable@mcsso.maricopa.gov](mailto:mcsso_accounts_payable@mcsso.maricopa.gov)

3.19.2.1 Note that, for MCSO invoices, contractor shall not use other invoice submission processes that may be described on a purchase order or anywhere else, unless directed to do so, in writing, by the County's contact person for the order.

**3.19.3 MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION (MCDOT) INVOICING SHALL BE SUBMITTED TO:**

[MCDOTFinance@mariopa.gov](mailto:MCDOTFinance@mariopa.gov)

**3.19.4 INVOICING FOR DEPARTMENTS OTHER THAN MCSO and MCDOT SHALL BE DIRECTED TO THE DEPARTMENT LISTED ON THE PURCHASE ORDER.**

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

3.19.6 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>.

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

3.19.8 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.

**3.20 APPLICABLE TAXES**

3.20.1 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.

3.20.2 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.

3.20.3 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).

3.21 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 procurement officer of the contract.

3.22 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.

3.23 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.

3.24 VOLUNTARY EMPLOYEE DISCOUNTS

3.24.1 Contractors may voluntarily offer discounts to County employees for products or services provided under this contract. Whether a contractor offers or does not offer an employee discount is not a factor considered in the evaluation of responses to this solicitation.

3.24.2 Any discount offered is part of a commercial transaction between the contractor and individual County employees and the County is not a party to the transaction. Any disputes or issues arising from an individual commercial transaction between the contractor and an individual County employee is a matter between the contractor and the employee. If a discount is offered, the terms will be announced to County employees.

## 4.0 CONTRACTUAL TERMS CONDITIONS

### 4.1 CONTRACT TERM

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

### 4.2 OPTION TO RENEW

The County may, at its option and with the concurrence of the contractor, renew the term of this contract up to a maximum of **four additional years**, (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.

4.4.2 In the event any price increase is requested as the result of any tariff that becomes effective during the performance of this contract, the County may adjust the price based on a request from the contractor that documents the additional price increase. If, during the performance of this contract, any tariff-related price increase is subsequently reduced or eliminated, the vendor shall notify the County of the decrease and shall apply it accordingly for remaining term of the contract. If the County finds over payment of a project due to tariff reduction that was not due, the contractor will be liable to the County for that amount, and by contracting with the County agrees to remit any overpayments back to the County for miscalculations on increases due to tariffs included in a bid price.

### 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.

4.6.10 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 160 South 4<sup>th</sup> Avenue, 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 INTERNET ORDERING CAPABILITY**

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

**4.12 NO MINIMUM OR MAXIMUM PURCHASE OBLIGATION**

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

**4.13 PURCHASE ORDERS**

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

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

**4.14 SUSPENSION OF WORK**

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

4.15 STOP WORK ORDER

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

4.15.1.1 cancel the stop work order; or

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

4.15.2 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.

4.16 TERMINATION FOR CONVENIENCE

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

4.17 TERMINATION FOR DEFAULT

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

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

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

4.17.1.3 perform any of the other provisions of this contract.

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

4.18 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST

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

**4.19 OFFSET FOR DAMAGES**

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

**4.20 CONTRACTOR LICENSE REQUIREMENT**

4.20.1 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.

4.20.2 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.

**4.21 SUBCONTRACTING**

4.21.1 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.

4.21.2 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.

**4.22 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.

**4.23 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.

**4.24 RIGHTS IN DATA**

4.24.1 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.

4.24.2 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.

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

4.25.1 In accordance with Section MC1-373 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.

4.25.2 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.

**4.26 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.

**4.27 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.

**4.28 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.

**4.29 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.

4.30 RELATIONSHIPS

4.30.1 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.

4.30.2 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.

4.31 NON-DISCRIMINATION

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

4.32 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.

4.33 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

4.33.1 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:

4.33.1.1 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;

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

4.33.1.2.1 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

4.33.1.2.2 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;

- 4.33.1.3 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;
  - 4.33.1.4 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
  - 4.33.1.5 have not within a three-year period preceding this contract had any public transaction (Federal, state or local) terminated for cause or default.
- 4.33.2 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.
- 4.33.3 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.
- 4.34 VERIFICATION REGARDING COMPLIANCE WITH A.R.S. § 41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS
- 4.34.1 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](http://www.uscis.gov).
- 4.34.2 The County retains the legal right to inspect documents of contractor and subcontractor employees performing work under this contract to verify compliance with paragraph 4.34.1 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.
- 4.35 INFLUENCE
- 4.35.1 As prescribed in MC1-1203 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct, may be grounds for disbarment or suspension under MC1-902.

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

4.35.2.1 A person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type of valuable contribution or subsidy that is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

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

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

4.36 CONFIDENTIALITY

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

4.37 CONFIDENTIAL INFORMATION

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

4.37.2 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.

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

4.38 PUBLIC RECORDS

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

4.39 INTEGRATION

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

4.40 UNIFORM ADMINISTRATIVE REQUIREMENTS

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

4.41 GOVERNING LAW

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