

SERIAL 01101 SC HVAC SERVICE AND REPAIR

DATE OF LAST REVISION: July 29, 2008

CONTRACT END DATE: March 31, 2009

CONTRACT PERIOD THROUGH ~~MARCH 31, 2005~~ MARCH 31, 2009

TO: All Departments
FROM: Department of Materials Management
SUBJECT: Contract for **HVAC SERVICE AND REPAIR**

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 **MARCH 06, 2002**.

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.

Wes Baysinger, Director
Materials Management

CH/mm
Attach

Copy to: Materials Management
Richard Crago, Facilities Management

(Please remove Serial 97234-SC from your contract notebooks)

SPECIFICATIONS ON INVITATION FOR BID FOR: **HVAC SERVICE AND REPAIR**

1.0 **INTENT:**

The intent if this Invitation For Bids is to provide a source for repair, maintenance, installation, and retrofit for heating, ventilation, and air conditioning (HVAC) equipment, including the replacement of evaporative cooler units for the Facilities Management department (FMD) throughout Maricopa County. Major retrofits and projects will be through the use of quotes from all vendors awarded to this contract, at the time of project.

The work shall consist of repairs, maintenance, retrofitting (replacement of like-for-like with the exception of technology or inadequate performance of the unit), for the following HVAC groups, but not limited to:

Group 1: Residential, 1.5 ton through 20 ton units:

- Package air conditioning units
- Air conditioning compressors:
 - Hermetic
 - SEMI Hermetic
 - Open drive reciprocating
- HVAC/split systems/remote condensing units/repair and replace units
- Evaporative cooler replacement

Group 2: Commercial/industrial, 20 ton through 250 ton:

- Package air conditioning units
- Computer room a/c equipment
- Air Washers
- Fan coils & air handlers
- Gas fired heating systems
- Chilled water systems
- Condenser/chilled water pumps:
 - Centrifugal
 - Submersible
 - Vertical
 - Turbine
- Cooling towers:
 - Drift Eliminators
 - Spray nozzles
 - Float mechanisms
 - Drive motors, shafts, and bearings
- Chillers, up to 100 tons:
 - Reciprocating
 - Scroll
- Hydronic boilers
- Variable Air Volume (VAV) units
- Associated support components:
 - Distribution piping/plumbing including component parts
- Electrical distribution:
 - 120 volts through 600 volts, single and three phase
 - Wiring
 - DDC controls
- Contactors, magnetic starters:
 - Conduit
 - Thermostats
 - Velocity controllers
 - Transmitters
- Duct:
 - Fabrication, design and installation
 - Repair
 - Distribution diffusers

Variable Frequency Drives (VFD)

Pneumatic controls:

Calibrations

Repairs to the pneumatic system

Repairs/replacement to air compressors

Air and water balance

Air/dirt separator units

Other County departments may use this contract. The Facilities Management Department is not responsible for contract administration for services requested by other County agencies.

Group 3: Air and Water Balance

This group for the sole service of providing air and water balance solutions to County buildings on an as needed basis.

2.0 **TECHNICAL SPECIFICATIONS:**

2.1 Contractor(s) shall supply all labor, supervision, materials, tools, equipment, and all effort necessary required to repair, retrofit, or replacement of HVAC systems and products used in the residential, commercial, and industrial environments.

2.2 Machinery/equipment that will be considered as additional cost and used indirectly to the HVAC industry for the performance of normal services, such as, but not limited to:

Backhoes

Jackhammers

Concrete cutters

Excavators

Chain hoists

These items will be line item priced and allowed an administrative mark-up cost of five percent (5%).

2.3 Service Hours:

2.3.1 *REGULAR SERVICE* shall be work performed between 6:00 AM to 6:00 PM, Monday through Friday, excluding County holidays.

2.3.2 *AFTER HOURS* shall be work performed after 6:00 PM and before 6:00 AM the next morning and Saturday work.

2.3.3 *SUNDAY & HOLIDAYS* shall be work performed during Sundays or during any County holiday.

2.4 Due to the nature of many County facilities operating on a seven/twenty-four schedule, each contractor awarded this bid shall make available to the County services 365 days per year, 24 hours per day.

2.5 Response Times:

2.5.1 Response time to all *REGULAR* service work shall be within six (6) hours on-site after Contractor receives request from the County department, with the exception of an emergency request that occurs during *REGULAR* hours, which shall be two (2) hours. The six hour response time shall carryover the next working day if called into Contractor's office after 12:00 Noon.

2.5.2 *AFTER HOURS* and *SUNDAY AND HOLIDAY* request shall have a two (2) hour response time.

2.5.3 The Contractor shall provide twenty-four (24) hour toll free telephone access to their staff. Contractor staff must respond back to the requestor within thirty (30) minutes.

2.6 PROJECT WORK AND TIME AND MATERIALS:

- 2.6.1 Project work shall mean work performed on major retrofits/repairs, which, in the best interest of the County, would be more advantageous to be performed as “all inclusive” as opposed to time and materials. Each of the contractors assigned to this contract shall be provided a request for project quote with a detailed Scope of Work. As such, each contractor MUST submit a response, with award to the lowest quote of the project. Contractors are not to submit their own project quote sheets. Only County letterhead quote sheets are acceptable. All terms and conditions are those established under this agreement. All additional labor charges outside the Scope Of Work are those established in Attachment A, PRICING.
- 2.6.2 The threshold from time and materials to project work shall be ~~\$1,000.00~~ **5,000**. Exceptions to this shall be emergencies that arise and must be dealt with immediately without the time for project quotes. This figure is not firm fixed. The County reserves the right to adjust this figure to a higher-level if deemed in the best interest of the department.
- 2.6.3 A construction tax may be applied to the total project cost. This is calculated at 65% of the retail tax rate applied to the combined labor and materials associated with project work.
- 2.6.4 The County’s project quote sheet will contain the following information:
 The contract serial number;
 Name and address of site;
 FMD site ID number;
 Detailed scope of work,
 Other information relative to the SOW,
 Line item, project cost,
 Check box for “will quote” or “will not quote” the project,
 Deadlines for quote delivery,
 Signature line for both the County and the Contractor
- 2.6.5 After site review of the project, the Contractor must submit the project quote sheet back to the requestor, either with acceptance and a firm price or decline with a written reason explaining why the project was declined. Contractors who have declined project work three times during a six-month period shall be required to attend a meeting with the Materials Management Department and FMD to discuss possible default of contract.
- 2.6.6 The submitted project price quote shall be all-inclusive. Any cost overruns shall be absorbed by the Contractor; or cost savings shall be additional profit. Exceptions shall be changes requested by the County that incur higher project cost and longer delays. All change orders to a project must be in writing, referencing the contract serial number, and approved by FMD (or County user agency if requested by them) prior to any authorization to proceed. Contractor failing to acquire change orders in writing run the risk of incurring these additional costs without payment. ALL contractors shall have an opportunity to quote on project work, and the County user agencies MUST ensure all contractors of record for HVAC services receive such documentation.
- 2.6.7 Contractors shall be compensated for additional work requested that is not detailed in the scope at labor rates bid in Attachment A, PRICING.
- 2.6.8 This contract may also be used for time and materials work (under ~~\$1,000~~ **5,000.00**) and priced per hour as bid in the pricing section. Each bidder shall be ranked as first call, second call, third call, and so forth. The contractor of record having the lowest labor bid shall be called first by the requesting department for time and materials service. If the contractor is unable to respond in the time parameters, the requesting agency shall proceed to the next lowest bidder. The County will maintain a rank call log. Consistent decline of service requests by a contractor or consistent non-compliance with response time specifications shall cause the County to review the file and make a determination for default of contract.

2.6.9 Time And Materials, Labor Hour Quotes:

The Contractor, when submitting a quote to perform a T&M HVAC task, shall use his/her quote as an "estimate". The County will monitor the Contractor's time, ensuring hours spent on each job is verifiable. Only actual hours on the job shall be billed. Exceptions are "project quotes", wherein one price is all-inclusive to perform an entire job.

- 2.7 The Contractor shall be responsible for sourcing all HVAC parts/components/units necessary in the repair/replacement of HVAC systems. Exceptions are, if in the best interest of the County, to utilize its own HVAC commodity contracts to source said supplies.

Replacement parts/components/units shall be new and with minimum warranty of ninety (90) days, unless longer warranties are available from manufacturers. All labor for repairs shall have a 90-day warranty.

2.8 Trip Charges:

Trip charges are allowed when the contractor arrives on site and is unable to locate someone who knows anything of the call, sometimes referred to as a dead-end call --or-- the technician examines the problem and nothing is found to be wrong and therefore actual labor is not initiated. Should this be the case, only the trip charge is allowed, no labor charges shall be imposed on the County. Combination of trip charges and labor rates are not allowed if the service call is legitimate and actual HVAC work is initiated (Exceptions: if outside the 25-mile radius).

- 2.9 Contractor must meet all Federal EPA and OSHA guidelines in the proper handling and disposal of refrigerant.

- 2.10 Repair work for HVAC service shall be performed with the use of one (1) HVAC technician. If needed, Contractor may dispatch a laborer to aid the technician. Any additional technicians or laborers needed for a SPECIFIC job must be pre-approved by the County user agency.

2.11 Technical Training To County Staff:

The Contractor(s) may be required to provide technical expertise training in HVAC services. These training sessions will be on-request by applicable County agencies. The training requested may be for old or new technology. The training will be held at a County facility, or if deemed necessary, the Contractors facility. Training aids (i.e., service manuals, mock-up equipment; etc.) shall be provided by the Contractor. The County under a separate purchase order may purchase Service manuals. The Contractor shall be given advance notice to prepare, research, and schedule staff in order to provide an adequate presentation. The cost of this service will be line item priced in the pricing section of the contract. Exceptions: equipment units purchased under project work will be specified in the job scope to include training. Technical training shall be performed during regular business hours.

- 2.12 The Contractors service truck fleet shall carry sufficient supply of repair parts and equipment to perform routine HVAC service and repairs, and hot water boiler service and repair. The Contractor shall have a local shop and/or warehouse that stocks parts to keep their trucks supplied daily. 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.

- 2.13 A Maricopa County Sheriff's Office background check will be a requirement for all employees of Contractor's staff providing services to the County, ~~for whether plumbing HVAC service or roofer services~~. This requirement is essential due to the need to access areas within the County such as detention facilities, court buildings, and many other restricted areas. The cost for this requirement shall be incurred by the County.

- 2.14 Contractor to pay for all connections, installation, use, development, etc. fees and/or charges, and obtain and pay required permits and licenses. These costs to be billed back to the County without mark-up.

2.15 Employees Of The Contractor

No one except authorized employees of the Contractor is allowed on the premises of Maricopa County Buildings. Contractor's employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor.

2.16 Subcontracting:

The Contractor may not assign this contract or subcontract to another party for performance of the terms and conditions hereof (HVAC repair and services) without the written consent of the County. All correspondence authorizing subcontracting must reference the contract serial number and identify the job project.

The subcontractor's rate for HVAC *services* 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. This is not allowed because this contract has been awarded to the prime contractor, and as such, is required to perform HVAC repairs and services accordingly. If the use of a HVAC subcontractor is granted, and conditions stated above acceptable to the prime, the subcontractor's invoice shall be invoiced directly to the prime contractor, who in turn shall pass-through the cost to the County, without mark-up. A copy of the subcontractor's invoice must accompany the prime contractor's invoice.

2.17 Price Rate Exceptions In The Use of Subcontractors:

Should the prime contractor require work outside of their own competency and expertise, they may then use a subcontractor to perform such work. Examples would be, but not limited to: concrete cutting, underground detection, asbestos removal, or concrete removal and reinstallation. In these examples, the work is not HVAC in nature, and therefore the subcontractor may perform the services and bill at the prevailing rate for the service. In this case, the subcontractors accepted charges shall be paid by the prime, and invoiced to the County with a 5% mark-up.

Additionally, insurance and bonding requirements as outlined in this contract shall be a requirement of the subcontractor.

2.18 Invoicing:

All invoicing for time and materials shall be sent to the County user agency that has requested the services of the Contractor. All T & M invoicing MUST include:

Purchase order number (or if P-card is used, noted in PO field);
Terms as bid;
Contract serial number;
Job site name and address w/ FMD site number;
Description of work performed;
Itemized parts description and quantities;
Price of parts;
Total labor hours (MUST delineate if 'after hours' or 'Sunday/holiday' rates are billed);
Labor charges as bid;
Applicable sales tax on parts;
Grand total of invoice.

Billable Parts Pricing:

All parts sold to the County MUST be itemized and priced in one of two formats:

- (a) Priced separately as:
Contractor's cost, then cost + percentage price (i.e., \$25.00 [contractor's cost] \$30.00 [cost + percentage]), or
- (b) Part priced singularly (contractor's cost + percentage, i.e., \$30.00), with a statement at the bottom of invoice that states "The above parts pricing reflects XX% over cost."

- 2.19 Invoicing for project work must contain:
Contract serial number;
Purchase order number (If used);
Terms as bid;
Description of work performed;
Location of job site and FMD site number);
Project cost as quoted;
Applicable construction tax if required (65% of retail tax rate);
Grand total.
Attached to the invoice must be the project quote sheet and all change orders.

Invoicing that does not have all the required information as listed above, will be sent back for corrections, delaying payment to the Contractor.

- 2.20 Tax:
Taxes shall be imposed on HVAC parts and supplies purchased by the County. No tax shall be levied against labor (Exceptions: projects). 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.

3.0 **SPECIAL TERMS & CONDITIONS:**

- 3.1 Contractor's firm must be in business HVAC service a minimum five (5) years, and completely familiar with the specified requirements and methods needed for proper performance of this contract. Contractor must have a minimum of three (3) fully stocked service vehicles. Proof of these requirements must accompany bid package.
- 3.2 Contractor's technical staff must have CFC certification. Technicians must be thoroughly trained with a minimum of five (5) years experienced in the field of air conditioning and heating, and have factory certified training. Proof of these requirements must accompany bid package.
- 3.3 Contractors shall be licensed by the State of Arizona, Registrar of Contractors, having a L-39 license for Air Conditioning and Refrigeration. Copies of license must accompany bid package.
- 3.4 Contractor MUST meet all Federal E.P.A. and O.S.H.A. guidelines in the proper handling and disposal of refrigerants, refrigerant oils, and refrigerant filters/dryers.
- 3.5 All service work performed by Contractor shall be to a professional standard, meeting all required city building codes, and susceptible to Facilities Management staff inspection. Documentation, through a audit and feedback system of contract administration shall be used in this contract, by the Facilities Management Department.
- 3.6 The Contractor shall perform the work in a way to minimize disruption to the normal operation of building tenants. Upon completion of work the Contractor is responsible for cleaning and removing from the job site all debris, materials and equipment associated with the work performed, having sign-off by user agency, or Facilities Management.
- 3.7 The Contractor shall make necessary repairs to HVAC units 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 installations 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.
- 3.8 In the event the work performance of the Contractor is unsatisfactory, the Contractor will be notified by FMD and be given 4 hours to correct the work. Labor for all re-work will be at no cost to the County. Any additional parts replaced shall be billed at contract pricing.
- 3.9 **CONTRACT LENGTH:**

This Invitation for Bids is for awarding a firm, fixed price purchasing contract to cover a THREE (3) year period.

3.10 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of FOUR (4), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.11 INDEMNIFICATION AND INSURANCE:

To the fullest extent permitted by law, the **CONTRACTOR** shall defend, indemnify, and hold harmless the **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 acts, errors, omissions or mistakes relating to the performance of this Contract. **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, or destruction of property, including loss of use resulting therefrom, caused by any acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes, the **CONTRACTOR** may be legally liable.

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.

Abrogation of Arizona Revised Statutes Section 34-226:

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then to the fullest extent permitted by law, the **CONTRACTOR** shall defend, indemnify and hold harmless the **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, and the cost of appellate proceedings), relating to, arising out of, or resulting from **CONTRACTOR'S** work or services. **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, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of the **CONTRACTOR**, anyone **CONTRACTOR** directly or indirectly employs or anyone for whose acts **CONTRACTOR** may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including the **COUNTY**.

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.

The scope of this indemnification does not extend to the sole negligence of the **COUNTY**.

3.12 INSURANCE REQUIREMENTS:

CONTRACTOR, at **CONTRACTOR'S** own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the **COUNTY**.

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 the **COUNTY**, constitute a material breach of this Contract.

The **CONTRACTOR'S** insurance shall be primary insurance as respects the **COUNTY**, and any insurance or self-insurance maintained by the **COUNTY** shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the **COUNTY**.

The insurance policies may provide coverage which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the **COUNTY** under such policies. The **CONTRACTOR** shall be solely responsible for the deductible and/or self-insured retention and the **COUNTY**, at its option, may require the **CONTRACTOR** to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The **COUNTY** reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The **COUNTY** shall not be obligated, however, to review such 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 the **COUNTY'S** right to insist on strict fulfillment of **CONTRACTOR'S** obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name the **COUNTY**, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The insurance policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the **COUNTY**, its agents, representatives, officers, directors, officials and employees for any claims arising out of **CONTRACTOR'S** work or service.

3.12.1 **Commercial General Liability:** **CONTRACTOR** shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$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 including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof. The coverage shall include X, C, U.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 11 85, and shall include coverage for **CONTRACTOR'S** operations and products and completed operations.

If the **CONTRACTOR** subcontracts any part of the work, services or operations awarded to the **CONTRACTOR**, he shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the **CONTRACTOR'S** work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the **CONTRACTOR'S** Commercial General Liability insurance.

- 3.12.2 **Automobile Liability:** **CONTRACTOR** shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to **CONTRACTOR'S** vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.
- 3.12.3 **Workers' Compensation:** The **CONTRACTOR** shall carry 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, as well as 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.

In case any work is subcontracted, the **CONTRACTOR** will require the Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the **CONTRACTOR**.

3.12.4 **Builders' Risk (Property) Insurance:**

The **CONTRACTOR** shall purchase and maintain, on a replacement cost basis, Builders' Risk insurance in the amount of the initial Contract amount as well as subsequent modifications thereto for the entire work at the site. Such Builders' Risk insurance shall be maintained until final payment has been made or until no person or entity other than the **COUNTY** has an insurable interest in the property required to be covered, whichever is earlier. This insurance shall include interests of the **COUNTY**, the **CONTRACTOR**, and all subcontractors and sub-subcontractors in the work during the life of the Contract and course of construction, and shall continue until the work is completed and accepted by the **COUNTY**. For new construction projects, the **CONTRACTOR** agrees to assume full responsibility for loss or damage to the work being performed and to the structures under construction. For renovation construction projects, the **CONTRACTOR** agrees to assume responsibility for loss or damage to the work being performed at least up to the full Contract amount, unless otherwise required by the Contract documents or amendments thereto.

Builders' Risk insurance shall be on an all-risk policy form and shall also cover false work and temporary buildings and shall insure against risk of direct physical loss or damage from external causes including debris removal, demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for architect's service and expenses required as a result of such insured loss and other "soft costs" as required by the Contract.

Builders' Risk insurance must provide coverage from the time any covered property comes under **CONTRACTOR'S** control and/or responsibility, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, and while on the construction or installation site awaiting installation. The policy will provide coverage while the covered premises or any part thereof are occupied. Builder's Risk insurance shall be primary and not contributory.

Required coverages may be modified by an amendment to the Contract documents.

If the Contract requires testing of equipment or other similar operations, at the option of the **COUNTY**, the **CONTRACTOR** will be responsible for providing property insurance for these exposures under a Boiler Machinery insurance policy.

3.13 Certificates of Insurance:

Prior to commencing work or services under this Contract, **CONTRACTOR** shall furnish the **COUNTY** with 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 coverages, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

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 the **CONTRACTOR'S** work or services and as evidenced by annual Certificates of Insurance.

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

3.14 Cancellation and Expiration Notice:

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

3.15 **REQUIREMENT OF CONTRACT BOND:**

Concurrently with the submittal of the Contract, the Contractor shall furnish the Contracting Agency the following bonds, which shall become binding upon the award of the contract to the Contractor. **THIS REQUIREMENT IS FOR QUOTED PROJECTS AND WILL BE ASKED FOR AT THE TIME OF THE PROJECT IF REQUIRED.**

- (A) A Performance Bond in an amount equal to the full PROJECT amount conditioned upon the faithful performance of the Contract in accordance with plans, specifications and conditions thereof. Such bond shall be solely for the protection of the Contracting Agency awarding the Contract.
- (B) A Payment Bond in an amount equal to the full contract amount solely for the protection of claimants supplying labor or materials to the Contractor or his Subcontractors in the prosecution of the work provided for in such Contract.

Each such bond shall include a provision allowing the prevailing party in a suit on such bond to recover as a part of his judgment such reasonable attorney's fees as may be fixed by a judge of the court.

Each such bond shall be executed by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance. The bonds shall not be executed by an individual surety or sureties. The bonds shall be made payable and acceptable to the Contracting Agency. The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in this state, as by law required, and the bonds shall have attached thereto a certified copy of the Power of Attorney of the signing official. In addition, said company or companies shall be rated "Best-A" or better as required by the Contracting Agency, as currently listed in the most recent Best Key Rating Guide, published by the A.M. Best Company.

3.16 **USAGE REPORT:**

The Contractor shall furnish the County a quarterly (IF REQUESTED) usage report 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.

3.17 **ACCEPTANCE:**

Upon successful completion of the performance period, the system shall be deemed accepted and the warranty period begins. All documentation shall be completed prior to final acceptance.

3.18 **PROCUREMENT CARD ORDERING CAPABILITY:**

It is the intent of Maricopa County to utilize the Bank of America MC Procurement Card or other procurement card that may be used by the County from time to time to place and make payment for orders under the Contract. Bidders without this capability maybe considered non-responsive and not eligible for award consideration.

3.19 **INTERNET ORDERING CAPABILITY:**

It is the intent of Maricopa County to utilize the Internet to place orders under this Contract. Proposers without this capability maybe considered non-responsive and not eligible for award consideration.

3.20 **INQUIRIES:**

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 W. LINCOLN ST.
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

CHARLES HINEGARDNER, PROCUREMENT CONSULTANT, 602-506-6476
~~STEVE DAHLE, LEAD PROCUREMENT CONSULTANT, 602-506-3450~~
(~~sdahle@mail.maricopa.gov~~)

Technical telephone inquiries shall be addressed to:

STEVE VARSCSAK, FMD, 602-506-8198

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

3.13 **PRE-BID CONFERENCE:**

THERE WILL BE A MANDATORY PRE-BID CONFERENCE ON OCTOBER 31, 2001 AT 9:00 AT THE MARICOPA COUNTY FACILITIES MANAGEMENT DEPARTMENT, 401 W. JEFFERSON ST., PHOENIX, AZ 85003

4.0 **CONTRACT TERMS AND CONDITIONS:**

4.1 **LANGUAGE FOR REQUIREMENTS CONTRACTS:**

Contractors signify their understanding and agreement by signing this document, that the Contract resulting from this bid will be a requirements contract. However, this Contract does not guarantee that any purchases will be made. It only indicates that if purchases are made for the services contained in this Contract, that they will be purchased from the Contractor awarded that item. Orders will only be placed when a need is identified by a Using Agency or department and proper authorization and documentation have been approved.

4.2 **TAX:**

No tax shall be levied against labor. 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.

4.3 **ESCALATION:**

Any requests for price adjustments must be submitted thirty (30) days prior to the Contract renewal date. Justification for the requested adjustment in cost of labor and/or materials must be accompanied by appropriate documentation. Escalation shall not exceed the increase in the U.S. Department of Labor (Bureau of Labor Statistics) Consumer Price Index for Urban Consumers. Increases shall be approved in writing by the Materials Management Department prior to any adjusted invoicing submitted for payment.

4.4 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

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

4.5 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 it is deemed by the County that the Contractor has failed to remedy the problem after being forewarned.

4.6 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 this 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 this Contract. Prior to termination of this Contract, the County shall give the Contractor fifteen (15) calendar days' written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

4.7 APPROPRIATION CONTINGENCY:

The Contractor recognizes that any agreement entered into shall commence upon the day first provided and continue in full force and effect until termination in accordance with its provisions. The Contractor and the County herein recognize that the continuation of any contract after the close of any given fiscal year of the County (fiscal years end June 30 of each year), shall be subject to the approval of the budget of the County providing for or covering such contract item as an expenditure therein. The County does not represent that said budget item will be adopted, that decision being the determination of the County Board of Supervisors at the time of the adoption of the budget.

4.8 ORGANIZATION – EMPLOYMENT DISCLAIMER:

This Contract is not intended to constitute, create, give rise to or otherwise recognize a joint venture contract or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in the Contract.

The parties agree that no persons supplied by the Contractor(s) in the performance of obligations under the contract are considered to be County employees, and that no rights of County civil service, retirement or personnel rules accrue to such persons. The Contractor(s) shall have total responsibility for all salaries, wages, bonuses, retirement withholdings, workmen's compensations, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold the County harmless with respect thereto.

4.9 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this 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.

4.10 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 under this contract.

4.11 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete services to this 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 services are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

4.12 SUBCONTRACTING:

The Contractor may not assign this 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.

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

4.13 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

4.14 CONFORMATION WITH THE LAW:

This service shall be accomplished in conformity with the laws, ordinances, rules, regulations and zoning restrictions of the United States of America, the State of Arizona, the County of Maricopa and all applicable municipalities.

4.15 CONTRACT COMPLIANCE MONITORING:

The Materials Management Department and the using Agency(ies) shall monitor the Contractors' compliance with, and performance under, the terms and conditions of the Contract. The Contractor shall make available for inspection and/or copying by the County all records and accounts relating to the work performed or the services provided by this Contract.

4.16 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this 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 Department, 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.

4.17 ADEQUACY OF RECORDS:

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

4.18 AUDIT DISALLOWANCES:

If at any time it is determined by the Department that a cost for which payment has been made is a disallowed cost, the Department shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the Department 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.

4.19 P.O. CANCELLATION LANGUAGE:

The Department of Materials Management 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 documentable 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.

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

4.20 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 this Contract.

4.21 CONTRACTOR RESPONSIBILITY:

The Contractor will be responsible for any damages whatsoever to County property when such property is the responsibility of, or in the custody of, the Contractor, his employees or Subcontractors.

4.22 GUARANTEE:

The materials and supplies called for herein shall be the best of their grade and type, prepared according to the best available standards or accepted formulas, and thoroughly tested and subjected to rigid examination and standardization. Items not meeting these requirements shall be replaced at no cost to the County upon due notice of deficiency.

4.23 DELIVERY:

It shall be the Contractor's responsibility to meet the County's delivery requirements, as called for in the Technical Specifications. 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.

4.24 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from this 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 this Contract and to the performance hereunder.

4.25 SECURITY AND PRIVACY:

The Contractor agrees that none of its officers or employees shall use or reveal any research or statistical information furnished by any person and identifiable to any specific private person for any purpose other than the purpose for which it was obtained. Copies of such information shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceedings, unless ordered by a court of competent jurisdiction. The County shall be notified immediately upon receipt of any such order of court, pertaining to production of such information.

The Contractor shall incorporate the foregoing provisions of this paragraph in all of its authorized subcontracts.

BEL-AIRE MECHANICAL INC, 4132 N 38TH DRIVE, PHOENIX, AZ 85019-3502

PRICING SHEET NIGP 9415501

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES NO

ACCEPT PROCUREMENT CARD: YES NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: YES NO % REBATE
(Payment shall be made within 48 hrs utilizing the Purchasing Card)

INTERNET ORDERING CAPABILITY: YES NO

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: YES NO

Trip charges are explained in Section 2.7.

Service rates shall start when tradesman arrives on-site if within the 25-mile zone.

All billable rates after the first hour shall be in increments of one-quarter hour.
Service rates shall start when tradesman arrives on-site (See note below). More than one electrician must be pre-approved by the County.
Rates shall be based on the following criteria:
An imaginary circular boundary with Facilities Management, 401 W. Jefferson St, Phoenix, AZ as the center point, within a radius of twenty-five (25) miles from this point will be considered the normal geographical service area, regardless as to where the electrician is traveling from.

NOTE: SERVICES OUTSIDE THE 25-MILE RADIUS
Services performed outside of the 25-mile radius will be allowed a trip charge PLUS a labor rate to cover the contractor's travel time.
This service rate shall commence when ~~technician~~ **electrician** arrives at the 25-mile boundary, completes the job, and ends when again arriving at the 25-mile boundary. Mileage charges are not allowed.

	<u>YEAR 1</u>	<u>YEAR 2</u>	<u>YEAR 3</u>	<u>YEAR 4</u> (Effective 4/15/05)
<u>1ST CALL</u> RESIDENTIAL:				
1.1 Labor, REGULAR business hours:	\$ 54.00/per hr.	\$ 55.00/per hr.	\$ 56.00/per hr.	<u>\$ 59.00/hr</u>
1.1.1 Trip charge (see Section 2.7):	\$ 54.00/flat rt.	\$ 55.00/flat rt.	\$ 56.00/flat rt.	<u>\$ 59.00/flat rt</u>
1.2 Labor, AFTER HOURS:	\$ 81.00/per hr.	\$ 83.00/per hr.	\$ 84.00/per hr.	<u>\$ 89.00/hr</u>
1.2.1 Trip charge (see Section 2.7):	\$ 81.00/flat rt.	\$ 83.00/flat rt.	\$ 84.00/flat rt.	<u>\$ 89.00/flat rt</u>
1.3 Labor, WEEKEND AND HOLIDAY:	\$ 103.00/per hr.	\$ 105.00/per hr.	\$ 106.00/per hr.	<u>\$ 112.00/hr</u>
1.3.1 Trip charge (see Section 2.7):	\$ 103.00/flat rt.	\$ 105.00/flat rt.	\$ 106.00/flat rt.	<u>\$ 112.00flat rt</u>
<u>1ST CALL</u> COMMERCIAL/INDUSTRIAL:				
1.4 Labor, REGULAR business hours:	\$ 54.00/per hr.	\$ 55.00/per hr.	\$ 56.00/per hr.	<u>\$ 59.00/hr</u>
1.4.1 Trip charge (see Section 2.7):	\$ 54.00/flat rt.	\$ 55.00/flat rt.	\$ 56.00/flat rt.	<u>\$ 59.00/flat rt</u>
1.5 Labor, AFTER HOURS:	\$ 81.00/flat rt.	\$ 83.00/flat rt.	\$ 84.00/flat r	<u>\$ 89.00/hr</u>
1.5.1 Trip charge (see Section 2.7):	\$ 81.00/flat rt.	\$ 83.00/flat rt.	\$ 84.00/flat rt	<u>\$ 89.00/flat rt</u>
1.6 Labor, WEEKEND AND HOLIDAY:	\$ 103.00/per hr.	\$ 105.00/per hr.	\$ 106.00/per hr	<u>\$ 112.00/hr</u>
1.6.1 Trip charge (see Section 2.7):	\$ 103.00/per hr.	\$ 105.00/per hr.	\$ 106.00/per hr	<u>\$ 112.00flat rt</u>
1.7 Parts, components, units, etc., cost plus:	19%			
1.8 Labor, for services outside the scope of contract:	\$ 55.00/per hr.			<u>\$ 59.00/hr</u>

BEL-AIRE MECHANICAL INC, 4132 N 38TH DRIVE, PHOENIX, AZ 85019-3502

Terms: Net 30

Vendor Number: **W000001391 X**

Telephone Number: 602/484-0488

Fax Number: 602/484-0620

E-Mail Address (REP) terp@bamhvac.com/lboggs@bamhvac.com info@bamhvac.com

Company Web Site: www.bamhvac.com

Contact Person ~~Darwin Terpstra/Larry Boggs~~ **Keri Merchant**

Contract Period: To cover the period ending **MARCH 31, 2005 2009**

ENERGY SYSTEMS DESIGN INC, 2632 E THOMAS RD #103, PHOENIX, AZ 85016 8220

S076901 / B0604881

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES NO

ACCEPT PROCUREMENT CARD: YES NO

INTERNET ORDERING CAPABILITY: YES NO

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: YES NO

Trip charges are explained in Section 2.7.

Service rates shall start when tradesman arrives on site if within the 25 mile zone.

All billable rates after the first hour shall be in increments of one quarter hour.

Service rates shall start when tradesman arrives on site (See note below). More than one electrician must be pre approved by the County.

Rates shall be based on the following criteria:

An imaginary circular boundary with Facilities Management, 401 W. Jefferson St, Phoenix, AZ as the center point, within a radius of twenty five (25) miles from this point will be considered the normal geographical service area, regardless as to where the electrician is traveling from.

NOTE: SERVICES OUTSIDE THE 25 MILE RADIUS

Services performed outside of the 25 mile radius will be allowed a trip charge PLUS a labor rate to cover the contractor's travel time.

This service rate shall commence when technician electrician arrives at the 25 mile boundary, completes the job, and ends when again arriving at the 25 mile boundary. Mileage charges are not allowed.

COMMERCIAL/INDUSTRIAL:

1.7 Parts, components, units, etc., cost plus: _____ 15%

1.8 Labor, for services outside the scope of contract: \$ 45.00/per hr.

1.9 _____ \$ 450.00 /per hour (most work requested as a project)

Terms: _____ NET 30

Federal Tax ID Number _____ 86 0746581

Vendor Number: _____ 860746584

Telephone Number: _____ 602/957 8333

Fax Number: _____ 602/954 6393

E-Mail Address (REP) _____ chuck@esd-inc.com

Contact Person _____ CHUCK SCHOFFSTALL

Contract Period: _____ To cover the period ending MARCH 31, 2005

JOHNSON CONTROLS, 2032 W 4TH STREET, TEMPE, AZ 85281

PRICING SHEET NIGP 9415501

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES NO

ACCEPT PROCUREMENT CARD: YES NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: YES NO % REBATE
(Payment shall be made within 48 hrs utilizing the Purchasing Card)

INTERNET ORDERING CAPABILITY: YES NO

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: YES NO

Trip charges are explained in Section 2.7.

Service rates shall start when tradesman arrives on-site if within the 25-mile zone.

All billable rates after the first hour shall be in increments of one-quarter hour.
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This service rate shall commence when ~~technician~~ **electrician** arrives at the 25-mile boundary, completes the job, and ends when again arriving at the 25-mile boundary. Mileage charges are not allowed.

<u>6TH CALL</u>	COMMERCIAL/INDUSTRIAL:	<u>YEAR 1</u>	<u>YEAR 2</u>	<u>YEAR 3</u>
1.4	Labor, REGULAR business hours:	<u>\$ 75.00/per hr.</u>	<u>\$ 75.00/per hr.</u>	<u>\$ 75.00/per hr.</u>
1.5	Labor, AFTER HOURS:	<u>\$ 112.50/per hr.</u>	<u>\$ 112.50/per hr.</u>	<u>\$ 112.50/per hr.</u>
1.6	Labor, WEEKEND AND HOLIDAY:	<u>\$ 112.50/per hr.</u>	<u>\$ 112.50/per hr.</u>	<u>\$ 112.50/per hr.</u>
1.7	Parts, components, units, etc., cost plus:	10%		
1.8	Labor, for services outside the scope of contract:	<u>\$ 75.00/per hr.</u>		
1.9		<u>\$ 75.00 /per hour</u>	(most work requested as a project)	

JOHNSON CONTROLS, 2032 W 4TH STREET, TEMPE, AZ 85281

Terms: NET 30

Vendor Number: **W000003354 X**

Telephone Number: 480/894-9193

Fax Number: 480/967-5213

E-Mail Address (REP) daniel.g.obrien@jci.com anna.m.bartkowski@jci.com

Contact Person ~~Dan O'Brien Serv. Team Supv.~~ **Anna Bartkowski**

Contract Period: To cover the period ending **MARCH 31, 2005 2009**

KINETICS SYSTEMS INC, 2825 W. THOMAS RD., PHOENIX, AZ 85017

PRICING SHEET NIGP 9415501

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES NO

ACCEPT PROCUREMENT CARD: YES NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: YES NO 2 % REBATE
(Payment shall be made within 48 hrs utilizing the Purchasing Card)

INTERNET ORDERING CAPABILITY: YES NO

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: YES NO

Trip charges are explained in Section 2.7.

Service rates shall start when tradesman arrives on-site if within the 25-mile zone.

All billable rates after the first hour shall be in increments of one-quarter hour.
Service rates shall start when tradesman arrives on-site (See note below). More than one electrician must be pre-approved by the County.
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This service rate shall commence when ~~technician~~ **electrician** arrives at the 25-mile boundary, completes the job, and ends when again arriving at the 25-mile boundary. Mileage charges are not allowed.

		<u>YEAR 1</u>	<u>YEAR 2</u>	<u>YEAR 3</u>
<u>5TH CALL</u>	RESIDENTIAL:			
1.1	Labor, REGULAR business hours:	<u>\$ 62.00/per hr.</u>	<u>\$ 62.50/per hr.</u>	<u>\$ 63.50/per hr.</u>
1.2	Labor, AFTER HOURS:	<u>\$ 85.00/per hr.</u>	<u>\$ 85.50/per hr.</u>	<u>\$ 86.50per hr.</u>
1.3	Labor, WEEKEND AND HOLIDAY:	<u>\$ 100.00/per hr.</u>	<u>\$ 100.00/per hr.</u>	<u>\$ 105.00/per hr.</u>
<u>4TH CALL</u>	COMMERCIAL/INDUSTRIAL:			
1.4	Labor, REGULAR business hours:	<u>\$ 62.00/per hr.</u>	<u>\$ 62.50/per hr.</u>	<u>\$ 63.50/per hr.</u>
1.5	Labor, AFTER HOURS:	<u>\$ 85.00/per hr.</u>	<u>\$ 85.50/per hr.</u>	<u>\$ 86.50/per hr.</u>
1.6	Labor, WEEKEND AND HOLIDAY:	<u>\$ 100.00/per hr.</u>	<u>\$ 100.00/per hr.</u>	<u>\$ 105.00/per hr.</u>
1.7	Parts, components, units, etc., cost plus:	25%		
1.8	Labor, for services outside the scope of contract:	<u>\$ 62.00/per hr.</u>		

KINETICS SYSTEMS INC, 2825 W. THOMAS RD., PHOENIX, AZ 85017

Terms: NET 30

Vendor Number: **W000003526 X**

Telephone Number: 602/685-2000

Fax Number: ~~602/685-2323~~ **602/685-2299**

E-Mail Address (REP) jchamber@kineticsgroup.com ccano@kineticsgroup.com

Company Web Site: www.Kineticsgroup.com

Contact Person Jeffrey Chambers/Caroline Cano

Contract Period: To cover the period ending **MARCH 31, 2005 2009**

METRO MECHANICAL INC., 407 SOUTH. 17TH AVENUE, PHOENIX, AZ 85007-3330

PRICING SHEET NIGP 9415501

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES NO

ACCEPT PROCUREMENT CARD: YES NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: YES NO % REBATE
(Payment shall be made within 48 hrs utilizing the Purchasing Card)

INTERNET ORDERING CAPABILITY: YES NO

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: YES NO

Trip charges are explained in Section 2.7.

Service rates shall start when tradesman arrives on-site if within the 25-mile zone.

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Service rates shall start when tradesman arrives on-site (See note below). More than one electrician must be pre-approved by the County.

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NOTE: SERVICES OUTSIDE THE 25-MILE RADIUS

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This service rate shall commence when ~~technician~~ **electrician** arrives at the 25-mile boundary, completes the job, and ends when again arriving at the 25-mile boundary. Mileage charges are not allowed.

		<u>YEAR 1</u>	<u>YEAR 2</u>	<u>YEAR 3</u>
<u>6TH CALL</u>	RESIDENTIAL:			
1.1	Labor, REGULAR business hours:	<u>\$ 65.00/per hr.</u>	<u>\$ 68.00/per hr.</u>	<u>\$ 68.00/per hr.</u>
1.2	Labor, AFTER HOURS:	<u>\$ 98.00/per hr.</u>	<u>\$ 98.00/per hr.</u>	<u>\$ 102.00/per hr.</u>
1.3	Labor, WEEKEND AND HOLIDAY:	<u>\$ 130.00/per hr.</u>	<u>\$ 130.00/per hr.</u>	<u>\$ 136.00/per hr.</u>
<u>5TH CALL</u>	COMMERCIAL/INDUSTRIAL:			
1.4	Labor, REGULAR business hours:	<u>\$ 68.00/per hr.</u>	<u>\$ 68.00/per hr.</u>	<u>\$ 71.00/per hr.</u>
1.5	Labor, AFTER HOURS:	<u>\$ 102.00/per hr.</u>	<u>\$ 102.00/per hr.</u>	<u>\$ 107.00/per hr.</u>
1.6	Labor, WEEKEND AND HOLIDAY:	<u>\$ 136.00/per hr.</u>	<u>\$ 136.00/per hr.</u>	<u>\$ 142.00/per hr.</u>
1.7	Parts, components, units, etc., cost plus:	30%		
1.8	Labor, for services outside the scope of contract:	<u>\$ 65.00/per hr.</u>		

METRO MECHANICAL INC., 407 SOUTH. 17TH AVENUE, PHOENIX, AZ 85007-3330

Terms: 1% 10 DAYS NET 30

Vendor Number: **W000004044 X**

Telephone Number: 602/254-1191

Fax Number: 602/252-9037

E-Mail Address (REP) trobins@metromechanical.com metro@metromechanical.com

Contact Person ~~Tom Robins~~ **Vanessa Lindley**

Contract Period: To cover the period ending **MARCH 31, 2005 2009**

MIDSTATE MECHANICAL INC., 3618 E. LASALLE STREET, PHOENIX, AZ 85040

PRICING SHEET NIGP 9415501

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES NO

ACCEPT PROCUREMENT CARD: YES NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: YES NO 0 % REBATE
 (Payment shall be made within 48 hrs utilizing the Purchasing Card)

INTERNET ORDERING CAPABILITY: YES NO

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: YES NO

Trip charges are explained in Section 2.7.

Service rates shall start when tradesman arrives on-site if within the 25-mile zone.

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This service rate shall commence when ~~technician~~ **electrician** arrives at the 25-mile boundary, completes the job, and ends when again arriving at the 25-mile boundary. Mileage charges are not allowed.

		<u>YEAR 1</u>	<u>YEAR 2</u>	<u>YEAR 3</u>
<u>3RD CALL</u>	RESIDENTIAL:			
1.1	Labor, REGULAR business hours:	<u>\$ 56.00/per hr.</u>	<u>\$ 58.00/per hr.</u>	<u>\$ 60.00/per hr.</u>
1.1.1	Trip charge (see Section 2.7):	<u>\$ 56.00/flat rt.</u>	<u>\$ 58.00/flat rt.</u>	<u>\$ 60.00/flat rt.</u>
1.2	Labor, AFTER HOURS:	<u>\$ 84.00/per hr.</u>	<u>\$ 87.00/per hr.</u>	<u>\$ 90.00/per hr.</u>
1.2.1	Trip charge (see Section 2.7):	<u>\$ 84.00/flat rt.</u>	<u>\$ 87.00/flat rt.</u>	<u>\$ 90.00/flat rt.</u>
1.3	Labor, WEEKEND AND HOLIDAY:	<u>\$ 84.00/per hr.</u>	<u>\$ 87.00/per hr.</u>	<u>\$ 90.00/per hr.</u>
1.3.1	Trip charge (see Section 2.7):	<u>\$ 84.00/flat rt.</u>	<u>\$ 87.00/flat rt.</u>	<u>\$ 90.00/flat rt.</u>
<u>2ND CALL</u>	COMMERCIAL/INDUSTRIAL:			
1.4	Labor, REGULAR business hours:	<u>\$ 56.00/per hr.</u>	<u>\$ 58.00/per hr.</u>	<u>\$ 60.00/per hr.</u>
1.4.1	Trip charge (see Section 2.7):	<u>\$ 56.00/flat rt.</u>	<u>\$ 58.00/flat rt.</u>	<u>\$ 60.00/flat rt.</u>
1.5	Labor, AFTER HOURS:	<u>\$ 84.00/per hr.</u>	<u>\$ 87.00/per hr.</u>	<u>\$ 90.00/per hr.</u>
1.5.1	Trip charge (see Section 2.7):	<u>\$ 84.00/flat rt.</u>	<u>\$ 87.00/flat rt.</u>	<u>\$ 90.00/flat rt.</u>
1.6	Labor, WEEKEND AND HOLIDAY:	<u>\$ 84.00/per hr.</u>	<u>\$ 87.00/per hr.</u>	<u>\$ 90.00/per hr.</u>
1.6.1	Trip charge (see Section 2.7):	<u>\$ 84.00/flat rt.</u>	<u>\$ 87.00/flat rt.</u>	<u>\$ 90.00/flat rt.</u>
1.7	Parts, components, units, etc., cost plus:	30%		
1.8	Labor, for services outside the scope of contract:	<u>\$ 56.00/per hr.</u>		

MIDSTATE MECHANICAL INC., 3618 E. LASALLE STREET, PHOENIX, AZ 85040

Terms: NET 30

Vendor Number: **W000001795 X**

Telephone Number: 602/470-1920

Fax Number: ~~602/470-1964~~ **602-454-1871**

E-Mail Address (REP) lrubio@midstatemechanical.com
jjuracich@midstatemechanical.com dwilliams@midstatemechanical.com

Company Web Site: www.midstatemechanical.com

Contact Person ~~Joe Juracich Dave Williams~~ **Lisa Rubio**

Contract Period: To cover the period ending **MARCH 31, 2005 2009**

MK MECHANICAL INC., 6052 N. 57TH AVENUE, PO BOX 11046, GLENDALE, AZ 85301

PRICING SHEET NIGP 9415501

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES NO

ACCEPT PROCUREMENT CARD: YES NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: YES NO % REBATE
(Payment shall be made within 48 hrs utilizing the Purchasing Card)

INTERNET ORDERING CAPABILITY: YES NO

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: YES NO

Trip charges are explained in Section 2.7.

Service rates shall start when tradesman arrives on-site if within the 25-mile zone.

All billable rates after the first hour shall be in increments of one-quarter hour.
Service rates shall start when tradesman arrives on-site (See note below). More than one electrician must be pre-approved by the County.
Rates shall be based on the following criteria:
An imaginary circular boundary with Facilities Management, 401 W. Jefferson St, Phoenix, AZ as the center point, within a radius of twenty-five (25) miles from this point will be considered the normal geographical service area, regardless as to where the electrician is traveling from.

NOTE: SERVICES OUTSIDE THE 25-MILE RADIUS
Services performed outside of the 25-mile radius will be allowed a trip charge PLUS a labor rate to cover the contractor's travel time.
This service rate shall commence when ~~technician~~ **electrician** arrives at the 25-mile boundary, completes the job, and ends when again arriving at the 25-mile boundary. Mileage charges are not allowed.

<u>2nd CALL</u>	RESIDENTIAL:	<u>YEAR 1</u>	<u>YEAR 2</u>	<u>YEAR 3</u>
1.1	Labor, REGULAR business hours:	\$ 50.00/per hr.	\$ 55.00/per hr.	\$ 60.00/per hr.
1.1.1	Trip charge (see Section 2.7):	\$ 75.00/flat rt.	\$ 80.00/flat rt.	\$ 85.00/flat rt.
1.2	Labor, AFTER HOURS:	\$ 75.00/per hr.	\$ 80.00/per hr.	\$ 85.00/per hr.
1.2.1	Trip charge (see Section 2.7):	\$ 95.00/flat rt.	\$ 100.00/flat rt.	\$ 105.00/flat rt.
1.3	Labor, WEEKEND AND HOLIDAY:	\$ 75.00/per hr.	\$ 80.00/per hr.	\$ 85.00/per hr.
1.3.1	Trip charge (see Section 2.7):	\$ 95.00/flat rt.	\$ 100.00/flat rt.	\$ 105.00/flat rt.
1.7	Parts, components, units, etc., cost plus:	35%		
1.8	Labor, for services outside the scope of contract:	\$ 50.00/per hr.		

MK MECHANICAL INC., 6052 N. 57TH AVENUE, PO BOX 11046, GLENDALE, AZ 85301

Terms: NET 30

Vendor Number: **W000003734 X**

Telephone Number: 623/934-4300

Fax Number: 623/934-4435

E-Mail Address (REP) mkmechine@netzero.net mkinc3@cox.net

Contact Person Michael Wall

Contract Period: To cover the period ending **MARCH 31, 2005 2009**

PRO SERVICES, 4818 S 40TH STREET, PHOENIX AZ 85040 ~~4633 S. 36TH STREET, PHOENIX, AZ 85040~~

THIS VENDOR PERFORMS AIR AND WATER BALANCE SERVICE ONLY

PRICING SHEET NIGP 9415501

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES NO

ACCEPT PROCUREMENT CARD: YES NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: YES NO 2 % REBATE
(Payment shall be made within 48 hrs utilizing the Purchasing Card)

INTERNET ORDERING CAPABILITY: YES NO

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: YES NO

Trip charges are explained in Section 2.7.

Service rates shall start when tradesman arrives on-site if within the 25-mile zone.

All billable rates after the first hour shall be in increments of one-quarter hour.

Service rates shall start when tradesman arrives on-site (See note below). More than one electrician must be pre-approved by the County.

Rates shall be based on the following criteria:

An imaginary circular boundary with Facilities Management, 401 W. Jefferson St, Phoenix, AZ as the center point, within a radius of twenty-five (25) miles from this point will be considered the normal geographical service area, regardless as to where the electrician is traveling from.

NOTE: SERVICES OUTSIDE THE 25-MILE RADIUS

Services performed outside of the 25-mile radius will be allowed a trip charge PLUS a labor rate to cover the contractor's travel time.

This service rate shall commence when ~~technician~~ **electrician** arrives at the 25-mile boundary, completes the job, and ends when again arriving

at the 25-mile boundary. Mileage charges are not allowed.

1.8 Labor, for services outside the scope of contract: \$ 52.00/per hr.

1.9 \$ 52.00/per hour (most work requested as a project)

Terms: 2% 10 DAYS NET 30

Vendor Number: **W000000865 X**

Telephone Number: 602/437-8110

Fax Number: 602/437-3894

E-Mail Address (REP) jbochat@pro-services-az.com info@pro-services-az.com

Company Web Site: www.pro-services-az.com

Contact Person James Bochat / Mona Donnewald

Contract Period: To cover the period ending **MARCH 31, 2005 2009**

TRANE COMPANY THE, 850 W. SOUTHERN AVENUE, TEMPE, AZ 85282

PRICING SHEET NIGP 9415501

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES NO

ACCEPT PROCUREMENT CARD: YES NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: YES NO 0 % REBATE
(Payment shall be made within 48 hrs utilizing the Purchasing Card)

INTERNET ORDERING CAPABILITY: YES NO

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: YES NO

Trip charges are explained in Section 2.7.

Service rates shall start when tradesman arrives on-site if within the 25-mile zone.

All billable rates after the first hour shall be in increments of one-quarter hour.

Service rates shall start when tradesman arrives on-site (See note below). More than one electrician must be pre-approved by the County.

Rates shall be based on the following criteria:

An imaginary circular boundary with Facilities Management, 401 W. Jefferson St, Phoenix, AZ as the center point, within a radius of twenty-five (25) miles from this point will be considered the normal geographical service area, regardless as to where the electrician is traveling from.

NOTE: SERVICES OUTSIDE THE 25-MILE RADIUS

Services performed outside of the 25-mile radius will be allowed a trip charge PLUS a labor rate to cover the contractor's travel time.

This service rate shall commence when ~~technician~~ **electrician** arrives at the 25-mile boundary, completes the job, and ends when again arriving at the 25-mile boundary. Mileage charges are not allowed.

		<u>YEAR 1</u>	<u>YEAR 2</u>	<u>YEAR 3</u>
<u>4TH CALL</u>	RESIDENTIAL:			
1.1	Labor, REGULAR business hours:	<u>\$ 59.00/per hr.</u>	<u>\$ 59.00/per hr.</u>	<u>\$ 59.50/per hr.</u>
1.1.1	Trip charge (see Section 2.7):	<u>\$ 29.50/flat rt.</u>	<u>\$ 29.50/flat rt.</u>	<u>\$ 29.50/flat rt.</u>
1.2	Labor, AFTER HOURS:	<u>\$ 88.50/per hr.</u>	<u>\$ 88.50/per hr.</u>	<u>\$ 88.50/per hr.</u>
1.2.1	Trip charge (see Section 2.7):	<u>\$ 29.50/flat rt.</u>	<u>\$ 29.50/flat rt.</u>	<u>\$ 29.50/flat rt.</u>
1.3	Labor, WEEKEND AND HOLIDAY:	<u>\$ 88.50/per hr.</u>	<u>\$ 88.50/per hr.</u>	<u>\$ 88.50/per hr.</u>
1.3.1	Trip charge (see Section 2.7):	<u>\$ 29.50/flat rt.</u>	<u>\$ 29.50/flat rt.</u>	<u>\$ 29.50/flat rt.</u>
<u>3RD CALL</u>	COMMERCIAL/INDUSTRIAL:			
1.4	Labor, REGULAR business hours:	<u>\$ 61.00/per hr.</u>	<u>\$ 61.00/per hr.</u>	<u>\$ 61.00/per hr.</u>
1.4.1	Trip charge (see Section 2.7):	<u>\$ 30.50/flat rt.</u>	<u>\$ 30.50/flat rt.</u>	<u>\$ 30.50/flat rt.</u>
1.5	Labor, AFTER HOURS:	<u>\$ 92.30/per hr.</u>	<u>\$ 92.30/per hr.</u>	<u>\$ 92.30/per hr.</u>
1.5.1	Trip charge (see Section 2.7):	<u>\$ 30.50/flat rt.</u>	<u>\$ 30.50/flat rt.</u>	<u>\$ 30.50/flat rt.</u>
1.6	Labor, WEEKEND AND HOLIDAY:	<u>\$ 92.30/per hr.</u>	<u>\$ 92.30/per hr.</u>	<u>\$ 92.30/per hr.</u>
1.6.1	Trip charge (see Section 2.7):	<u>\$ 30.50/flat rt.</u>	<u>\$ 30.50/flat rt.</u>	<u>\$ 30.50/flat rt.</u>
1.7	Parts, components, units, etc., cost plus:	1.3 %		
1.8	Labor, for services outside the scope of contract:	<u>\$ 61.00/per hr.</u>		

TRANE COMPANY THE, 850 W. SOUTHERN AVENUE, TEMPE, AZ 85282

Terms: 1% 10 DAYS NET 30

Vendor Number: **W000002291 X**

Telephone Number: 602/258-9600

Fax Number: 602/253-3801

E-Mail Address (REP) lbmartz@trane.com

Company Web Site: www.trane.com

Contact Person Bruce Martz- parts (252-9100)

Contract Period: To cover the period ending **MARCH 31, 2005 2009**