

**SERIAL 04193 S            PAINTING SERVICES**

**DATE OF LAST REVISION: July 12, 2005            CONTRACT END DATE: April, 30, 2010**

**CONTRACT PERIOD THROUGH APRIL 30, 2010**

TO:            All Departments  
FROM:         Department of Materials Management  
SUBJECT:      Contract for **PAINTING SERVICES (NIGP 91054)**

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 **April 06, 2005**.

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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Wes Baysinger, Director  
Materials Management

CH/ks  
Attach

Copy to:      Clerk of the Board  
                 Steve Varscsak, Facilities Management  
                 Kathy Sicard, Materials Management

SPECIFICATIONS ON INVITATION FOR BID FOR: **PAINTING SERVICES (NIGP 91054)**

**1.0 INTENT:**

The intent of this invitation for bids is to source contractors to provide painting services within various Facilities Management Department (FMD) maintained and operated facilities located within the County of Maricopa, Arizona, on an as needed basis. This contract will be awarded to three (3) contractors for the purpose of achieving competitive bidding on painting projects.

The work will include, but not limited to: preparation; painting of wall, ceiling, and floors (various heights); wall texturing; wood staining; metal painting; door repairs and painting; repairing wallboard holes; cinder block holes/cracks; sanding; wallboard taping; corner repairs; spray applications; removal and installation of commercial wallpaper; or any other related service that is standard for the industry. Striping of parking lots shall not be part of this contract.

Important Note: In accordance with the Maricopa County Board of Supervisor's policy #1905, FMD shall be the sole authorized user of this contract. Exceptions: IGA's with other organizations.

**2.0 TECHNICAL SPECIFICATIONS:**

**2.1 SCOPE OF WORK, MINIMUM:**

The contractor shall supply all labor, supervision, materials, supplies, basic equipment used in the painting industry, transportation, and all effort necessary to perform painting services including surface preparation. The cost of wear and tear on painting application equipment, such as: rollers, brushes, sprayers, hoses, taping tools, roller handles, etc. shall be included in the bid price and not billed to the County. Travel charges shall be included in the bid price. All equipment shall be included in the bid price for time and materials work, i.e., manlifts, sprayers, cleaning equipment, specialized equipment, etc. Projects are to be priced all-inclusive (See §2.4).

Parking lot/garage striping shall not be included in this contract.

**2.2 SERVICE HOURS:**

Normal business hours shall be 6:00 AM – 6:00 PM.

The Contractor shall provide painting services based within two time zones:

Time Zone 1: 6:00 AM to 6:00 PM, Monday through Friday.

Time Zone 2: After 6:00 PM through 12:00 AM, Monday through Friday, or Saturday and/or Sunday.

**2.3 PRICING:**

Pricing shall be either:

(A) Per square foot. Brush and roller work shall be based on the same square footage price. Spray shall be based on a separate square footage price (See Attachment A, PRICING). Window sash, trim, base molding, doors, etc. shall be based on the brush and roller square foot pricing and not by the linear foot. This pricing based on 1-coat of approved paint.

(B) By project (over \$5,000).

Due to the nature of work in public buildings, FMD will dictate what time zones in §2.2 the Contractor shall provide painting services.

2.4 PROJECT WORK AND TIME AND MATERIALS:

2.4.1 Project work shall mean painting performed as an all-inclusive price, and not time and materials. The Contractor shall meet with FMD staff at the site to ascertain what work is to be performed. Each of the contractors assigned to this contract shall be provided a request for project quote with a detailed Scope of Work from FMD. 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 FMD 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. Grade/sheen/color of Dunn-Edwards paint shall be specified in the scope of work.

Contractor shall be compensated for additional work requested that is not detailed in the scope via the labor rates bid in Attachment A, PRICING.

(A) The threshold from time and materials to project work shall be \$5,000.00. This figure may be increased if pre-approval from the Materials Management procurement consultant is requested by the County agency.

(B) The project quote sheet will contain the following information:  
 The contract serial number and name;  
 Name and address of site;  
 FMD site number;  
 Detailed scope of work,  
 Other information relative to the SOW,  
 Project start/finish time line (optional),  
 Price (including any tax)

2.4.2 The submitted project price quote to be all-inclusive. That is, any cost overruns to be absorbed by the Contractor, or cost savings to be additional profit. Exceptions to this are changes requested by FMD 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 prior to any authorization to proceed. The Contractor who fails to acquire change orders in writing runs the risk of incurring these additional cost without payment.

Project pricing shall include everything the contractor anticipates is necessary to complete the job (i.e., rental equipment, materials, labor, supervision, subcontractor costs, mobilization costs, demobilization costs, etc.). These costs to be part of the overall project price and as such not itemized. Construction taxes may be applied but included in the price (not a separate line item).

2.4.3 Project Price Ceiling Limits:  
 Projects shall not exceed \$150,000.00 each, unless pre-approved by the Materials Management department in writing. If not approved, the project will be separately bid outside of this contract. This to ensure FMD receives adequate competition for such work.

2.4.4 Time and Materials:  
 This contract may also be used for time and materials work (not to exceed \$5,000 without approval form the Materials Management Department) and priced per hour as bid in the pricing section.

**2.5 RESPONSE TIME TO WORK AFTER REQUEST IS MADE:**

Response time shall not exceed seventy-two (72) hours for time and materials work, and for project work seven (7) days after award notification to the Contractor. Should this time line not be met, the County reserves the right to award to the next lowest quote of the project with cancellation of the order with the Contractor (See also §2.11).

**2.6 INSPECTION AND APPROVAL OF WORK:**

All work performed by the Contractor shall be subject to inspection and approval by the Facilities Management Department for quality and completeness to specifications and standards, prior to issuance of payment.

**2.7 SPECIFIC BRAND PAINT TO USE:**

To keep consistent with existing painted surfaces for color and quality control, and future painting performed by in-house staff, each Contractor shall be required to utilize only Dunn-Edwards brand of paint unless authorized otherwise by the Facilities Management Department. The grade of paint and sheen shall be specified in the job scope for projects. For time and materials work, Dunn-Edwards mid-line paint shall be utilized (See Attachment A PRICING). On a random basis as specified by FMD, the contractor must supply sales receipts showing they have in fact purchased the paint from Dunn-Edwards Paint Company for FMD authorized work.

Paint shall be applied according to manufactures recommendations and not diluted unless specifically discussed between FMD and the Contractor.

**2.8 COMPLYING WITH WORK REQUIREMENTS:**

If results by Contractor show materials being used do not comply with requirements, the Contractor may be directed to stop work, and remove non-complying materials, and re-coat surfaces if, upon re-re-coating with specified materials, the two coatings are not compatible.

**2.9 HEALTH AND SAFETY:**

The Contractor must take all precautionary measures for the health and safety of County employees when painting is being performed during normal business hours.

**2.10 MOVING OF OFFICE FURNISHINGS:**

The contractor shall not be responsible for moving furniture, file cabinets, desks, wall hangings, or other related office items.

**2.11 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 (See also §2.5).

**2.12 CONTRACTOR REMOVAL DUE TO DEFAULT OF CONTRACT:**

Each contractor assigned to this agreement shall be placed in default and removed from the contract if any of the following occur during the course of the contract base period:

2.12.1 Fails to meet delivery requirements one (1) time (See §2.5 and 2.11).

2.12.2 Receives more than three (3) substantiated and verifiable written complaints to the State of Arizona Registrar of Contractor's office.

2.13 REQUIREMENTS OF CONTRACTORS BIDDING ON PAINTING SERVICES:

- 2.13.1 The Contractor shall be in the commercial painting business a minimum five (5) consecutive years, and completely familiar with the specified requirements and methods needed for proper performance of this contract. Proof of this must accompany the bid package.
- 2.13.2 Each of the Contractor's painting crew(s) assigned to this contract shall have a journeyman equivalent lead painter with a minimum of five (5) years individual painting experience. Additionally, the Contractor shall have consistently maintained a minimum of ten (10) full-time painters employed by the firm for the three (3) previous calendar years. Proof of these requirements must accompany bid package.
- 2.13.3 The Contractor shall have at least three (3) service vehicles specifically assigned to painting services. The Contractor's service truck fleet shall carry sufficient supply of paint, paint supplies, equipment, ladders, etc., to perform routine painting services and repairs. Proof of such must accompany the bid package.
- 2.13.4 The Contractor shall have a local shop and/or warehouse in the Phoenix metropolitan area that stocks materials and equipment to keep their trucks supplied daily. Proof of such must accompany bid package.
- 2.13.5 The Contractor shall have, at a minimum, the following owned equipment in inventory utilized by their firm:
- (a) 1 each power wash machine
  - (b) 2 each gas powered airless paint sprayer rigs
  - (c) 1 each electric powered airless paint sprayer rig
  - (d) 1 each HVLP paint sprayer rig
  - (e) 1 each texture pump/hopper rig
- 2.13.6 The firm shall have performed painting services equal in size and scope similar to the following buildings in the past five (5) years:

County Administration Building

301 W. Jefferson St.  
Phoenix, AZ  
10 stories  
323,900 square feet (interior only)

Superior Court – East Court Building

101 W. Jefferson St.  
Phoenix, AZ  
6 stories  
174,591 square feet (interior only)

Facilities Management Administration Offices

401 W. Jefferson  
Phoenix, AZ  
5 stories  
53,297 square feet (exterior and interior)

MCDOT Operations

2919 W. Durango  
Phoenix, AZ  
2 stories  
20,135 (exterior and interior)

Animal Control

2323 S. 35 Ave.  
Phoenix, AZ  
1 story  
11,952 square feet (exterior and interior)

The bidders shall supply listings (address, city, state, with contact names and phone numbers) of these projects as part of the bid submittal package.

- 2.13.7 The Contractor must have a current and active license issued by the State of Arizona, Registrar of Contractors, #L-34 for Painting and Wall Covering. Proof of such must accompany bid package.

2.14 DISRUPTION TO BUILDING TENANTS:

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 work performed.

2.15 DAMAGE TO COUNTY PROPERTY:

The contractor shall perform painting services 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 painting, repairs, or other related painting services 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 monies due the Contractor. The Contractor shall be responsible for the tape masking where applicable and the use of drop cloths over furniture and floors.

Damage caused by spillage of paint or stains, or back-splatter of paint rollers, overspray from spray equipment, or brush drops, shall be the responsibility of the Contractor to clean, repair and/or replace damaged items.

2.16 WORK PERFORMANCE OF THE CONTRACTOR:

In the event the work performance of the Contractor is unsatisfactory, the Contractor will be notified by the County and be given one day to correct the work. Labor for all re-work will be at no additional cost to the County.

2.17 BACKGROUND CHECK AND UNIFORM REQUIREMENTS:

- 2.17.1 Contractor's staff providing painting services shall require the following:

One, or a combination of, a background check from:  
Facilities Management Department;  
Maricopa County Sheriffs' Office;  
Superior Court;  
or County Attorney's Office.

The cost of this service will be incurred by FMD.

2.17.2 All employees of the contractor providing services to the County must wear a company uniform identified with the company name consisting of a minimum of one of the following:

- A) Shirt/Blouse
- B) Vest
- C) Hat

2.18 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.

2.19 REMOVAL OF CONTRACTOR'S EMPLOYEES:

The Contractor agrees to utilize only experienced, responsible and capable people in the performance of the work. The County may require that the Contractor remove from the job covered by this contract, any employee who endanger persons or property or whose continued employment under this contract is inconsistent with the interest of Maricopa County.

2.20 INVOICING:

Work authorized by FMD and completed to the satisfaction of FMD shall be sent to:  
Facilities Management Department  
401 W. Jefferson St.  
Phoenix, AZ 85003

Invoicing for project work must include:

Contract serial number;  
Purchase order number (if applicable)  
Terms as bid;  
Name and address of job site;  
FMD building number;  
A detailed description of work performed;  
Project cost (construction tax, if any, 65% of the retail tax rate on combined labor/materials – THIS TO BE INCLUDED IN THE PROJECT COST – not separate line item);  
Grand total.  
Attached to the invoice must be the project quote sheet. If any change orders took place, copies of change orders must be attached.

All invoicing for time and materials work must include:

Purchase order number (if applicable);  
Terms as bid;  
Contract serial number;  
Job site name and address; FMD building number;  
Description of work performed;  
Itemized materials list description;  
Price of material;  
Total square footage painted;  
Cost per square foot as bid;  
Extended total;  
Applicable sales tax on materials only;  
Grand total of invoice.

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

2.21 TAX

Taxes shall be imposed on commodities purchased by the County. No tax shall be levied against labor (with exceptions noted). 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 prices.

**3.0 SPECIAL TERMS & CONDITIONS:**

3.1 CONTRACT LENGTH:

This Invitation for Bids is for awarding a firm, fixed price multiple award contract to cover a five (5) year base period.

3.2 ESCALATION:

Any request for reasonable price adjustments must be submitted thirty (30) days prior to the Contract Anniversary date. Justification for the requested adjustment in cost of labor and/or materials must be supported by appropriate documentation and fall within the Producer Price Index for the commodity. Increases are subject to approval in writing by the Materials Management Department prior to any adjusted invoicing being submitted for payment.

3.3 INDEMNIFICATION AND INSURANCE:

3.3.1 INDEMNIFICATION.

To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify, and hold harmless COUNTY, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the acts, errors, omissions or mistakes relating to the performance of this Contract. **CONTRACTOR'S** duty to defend, indemnify and hold harmless COUNTY, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting there from, caused by any acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes **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.

3.3.2 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, **CONTRACTOR** shall defend, indemnify and hold harmless COUNTY, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, 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, **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 **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 **COUNTY**.

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

3.3.3 Insurance Requirements.

**CONTRACTOR**, at **CONTRACTOR'S** own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of **COUNTY**. The form of any insurance policies and forms must be acceptable to **COUNTY**.

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.

**CONTRACTOR'S** insurance shall be primary insurance as respects **COUNTY**, and any insurance or self-insurance maintained by **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 **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 **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.

**COUNTY** reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. **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 **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 **COUNTY**, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

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

- 3.3.3.1 Commercial General Liability. **CONTRACTOR** shall maintain Commercial General Liability Insurance (CGL) and, if necessary, Commercial Umbrella 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. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

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 CGL and the commercial umbrella coverage, if any, additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 10 01, and shall include coverage for **CONTRACTOR'S** operations and products.

- 3.3.3.2 Automobile Liability. **CONTRACTOR** shall maintain Automobile Liability Insurance and, if necessary, Commercial Umbrella Insurance with a combined single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to **CONTRACTOR'S** vehicles (including owned, hired, non-owned), assigned to or used in the performance of this Contract. If hazardous substances, materials, or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

- 3.3.3.3 Workers' Compensation. **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 \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

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

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

3.3.4 Certificates of Insurance.

- 3.3.4.1 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 coverage, 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 **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 **COUNTY** fifteen (15) days prior to the expiration date.

3.3.4.2 Cancellation and Expiration Notice.

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

3.4 REQUIREMENT OF CONTRACT BOND:

Concurrent with the submittal of the PROJECT QUOTES (§2.4.1 and §2.4.2), the Contractor shall furnish the Contracting Agency the following bonds, which shall become binding upon the award of the contract to the Contractor.

- (A) A Performance Bond equal to the full PROJECT amount on projects exceeding \$25,000.00, 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 equal to the full PROJECT amount on projects exceeding \$25,000.00, solely for the protection of claimants supplying labor and 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 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.

3.5 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize a procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.6 INTERNET ORDERING CAPABILITY:

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

3.7 INQUIRIES AND NOTICES:

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  
chinegar@mail.maricopa.gov)

Technical telephone inquiries shall be addressed to:

Steve Varscsak, Contract Administrator, 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.

3.8 PRE-BID CONFERENCE:

**THERE WILL BE A MANDATORY PRE-BID CONFERENCE ON WEDNESDAY, NOVEMBER 24<sup>TH</sup>, 2004 AT 9:00 A.M. AT THE MARICOPA COUNTY FACILITIES MANAGEMENT DEPARTMENT FREEDOM ROOM, 401 W. JEFFERSON ST., PHOENIX, AZ 85003.**

3.9 SUBMISSION PRICE CLARITY:

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

3.10 EVALUATION CRITERIA:

The evaluation of this Bid will be based on, but not limited to, the following:

3.10.1 Compliance with specifications

3.10.2 Price

3.10.3 Determination of responsibility

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.

3.11 REQUIRED SUBMITTALS:

The bid package must contain the following --

3.11.1 Statement of years in the painting business (See §2.13.1).

3.11.2 Statement of staff experience and quantity of full-time painting staff (See §2.13.2).

3.11.3 Statement of vehicle fleet requirements (See §2.13.3).

- 3.11.4 Statement of local shop/warehouse in the Phoenix metropolitan area (See §2.13.4).
- 3.11.5 Required equipment list (See §2.13.5).
- 3.11.6 Listing of size and scope of painting services performed (See §2.13.6).
- 3.11.7 Licensing requirement, State of Arizona (See §2.13.7).

**NOTE: Additional required submittals are Attachments A, B, C, D, E, F and G.**

*Bidders who do not supply all required submittals shall be considered non-responsive.*

3.12 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS:

**Bidders are to provide one (1) original "hard copy" (labeled), one (1) copy and one (1) electronic copy on a 3.5" diskette in Excel format of ATTACHMENT A (Pricing).** Bidders are to identify their responses with the bid serial number, title and return address to Maricopa County, Department of Materials Management, 320 West Lincoln, Phoenix, Arizona 85003. **A corporate official who has been authorized to make such commitments must sign bids.**

**ALL REQUESTS FOR DISKETTES MUST BE FAXED TO THE PROCUREMENT CONSULTANT AT (602) 258-1573. IN ADDITION, ONE (1) HARD COPY OF EACH PAGE OF ATTACHMENT A (PRICING PAGE) SHALL BE SUBMITTED WITH YOUR BID.**



**DIAMOND RIDGE DEVELOPMENT CORP, PO BOX 2662, PEORIA, AZ 85380**

PRICING SHEET S017201 / B0604883 / NIGP 91054

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  % DISCOUNT

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

**SECOND (2) CALL**

**1.0 PRICING:**

Note: Per square foot pricing based upon one (1) coat of approved paint

		TIME ZONE 1	TIME ZONE 2
1.1	"Labor, brush and roller painting services;"	\$0.16 /per sq. ft.	\$0.26 /per sq. ft.
1.2	"Labor, spray painting services:"	\$0.21 /per sq. ft.	\$0.31 /per sq. ft.
1.3	"Labor, wallpaper, install new:"	\$1.75 /per sq. ft.	\$2.62 /per sq. ft.
1.4	"Labor, wallpaper remove old/install new:"	\$2.85 /per sq. ft.	\$4.03 /per sq. ft.
1.5	"Labor, wall coverings, install new:"	\$2.35 /per sq. ft.	\$3.50 /per sq. ft.
1.6	"Labor, wall coverings, remove old/install new:"	\$3.30 /per sq. ft.	\$4.91 /per sq. ft.
1.7	"Labor, for services outside the scope of" contract:	\$29.60 /per hr.	\$44.40 /per hr.
1.8	"Drywall repair, plaster repair, texturing:"	\$34.00 /per hr.	\$51.00 /per hr.
1.9	"Paint, coatings, other paint materials, wallpaper, wall coverings, etc. cost plus:"		8%

Terms: 2% 10 Days Net 30

Vendor Number: W000001595 X

Telephone Number: 623-412-8809

Fax Number: 623-412-8328

Contact Person: Jeff Green

E-mail Address: [diamontridgedev@msn.com](mailto:diamontridgedev@msn.com)

Company Web Site: N/A

Insurance Certificate: Required

Contract Period: To cover the period ending **April 30, 2010.**

**SKYLINE BUILDERS & RESTORATION, 2401 N 24<sup>TH</sup> AVE, PHOENIX, AZ 85009**  
21240 N 22<sup>ND</sup> STREET, PHOENIX, AZ 85024

PRICING SHEET S017201 / B0604883 / NIGP 91054

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL:  YES  NO

ACCEPT PROCUREMENT CARD:  YES  NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:  YES  NO  
 1% REBATE

(Payment shall be made within 48 hrs utilizing the Purchasing Card)

INTERNET ORDERING CAPABILITY:  YES  NO  % DISCOUNT

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

**FIRST (1) CALL**

1.0 PRICING:

Note: Per square foot pricing based upon one (1) coat of approved paint

		TIME ZONE 1	TIME ZONE 2
1.1	"Labor, brush and roller painting services;"	\$0.27 /per sq. ft.	\$0.36 /per sq. ft.
1.2	"Labor, spray painting services:"	\$0.22 /per sq. ft.	\$0.29 /per sq. ft.
1.3	"Labor, wallpaper, install new:"	\$0.81 /per sq. ft.	\$1.08 /per sq. ft.
1.4	"Labor, wallpaper remove old/install new:"	\$1.25 /per sq. ft.	\$1.67 /per sq. ft.
1.5	"Labor, wall coverings, install new:"	\$3.25 /per sq. ft.	\$4.36 /per sq. ft.
1.6	"Labor, wall coverings, remove old/install new:"	\$3.58 /per sq. ft.	\$4.85 /per sq. ft.
1.7	"Labor, for services outside the scope of" contract:	\$32.00 /per hr.	\$42.00 /per hr.
1.8	"Drywall repair, plaster repair, texturing:"	\$36.00 /per hr.	\$48.00 /per hr.
1.9	"Paint, coatings, other paint materials, wallpaper, wall coverings, etc. cost plus:"	10 %	

Terms: 2% 10 Days Net 30  
 Vendor Number: **W000004045 X**  
 Telephone Number: ~~602-941-1359~~ **602-404-0842**  
 Fax Number: 602-404-0843  
 Contact Person: Sally J. Cohill  
 E-mail Address: [Sally@azskyline.com](mailto:Sally@azskyline.com)  
 Company Web Site: [www.azskyline.com](http://www.azskyline.com)  
 Insurance Certificate: Required  
 Contract Period: To cover the period ending **April 30, 2010.**