

SERIAL 06018 S PLUMBING SERVICES (NIGP 91060)

DATE OF LAST REVISION: October 26, 2006 CONTRACT END DATE: July 31, 2009

CONTRACT PERIOD THROUGH JULY 31, 2009

TO: All Departments
FROM: Department of Materials Management
SUBJECT: Contract for **PLUMBING SERVICES (NIGP 91060)**

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 **July 26, 2006**.

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/ks
Attach

Copy to: Clerk of the Board
Evan Johns, Facilities Management
Kathy Sicard, Materials Management

(Please remove Serial 01038-SC from your contract notebooks)

SPECIFICATIONS ON INVITATION FOR BID FOR: **PLUMBING SERVICES**
[NIGP 91060]

1.0 INTENT:

The intent of this Invitation for Bids is to secure the services of three (3) responsive, responsible contractors to provide comprehensive plumbing services including mechanical clearing of sewer lines within all County-owned facilities under the management of the Facilities Management Department (FMD). This shall be a multiple award requirements contract with no fixed annual expenditures.

The Facilities Management Department is currently responsible for several types of facility assets in the form of office buildings, detention and justice facilities, warehousing, and common grounds areas totaling over 12 million square feet. With operations of this magnitude and the critical nature of our facilities, it is imperative that we provide quality services in a timely fashion. To meet this need the successful contractors shall provide a full array of services from minor plumbing repairs to major retrofit projects within the specifications outlined herein.

Plumbing services shall include repairs, replacement (or alterations) to; water lines, gas lines, sewer lines, storm drains, fire hydrants, water heaters, water conditioning equipment, water appliances, compressed air and vacuum systems, plumbing appliances, and all fixtures, vents, and devices common to the plumbing industry.

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

2.0 TECHNICAL SPECIFICATIONS:

2.1 CONTRACTOR REQUIREMENTS:

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

2.2 RENTED AND OWNED EQUIPMENT:

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

- Backhoes
- Jackhammers
- Concrete cutters

These items (and other approved equipment), if rented from a rental contractor, will be allowed the rental charge plus an administrative mark-up cost not to exceed five percent (5%). If owned, the equipment shall be charged per the bid rate in Attachment A, PRICING.

2.3 SERVICE HOURS:

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

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

WEEKENDS & HOLIDAYS shall be work performed during Saturday, Sunday or during any County holiday.

2.4 RESPONSE TIMES:

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.

SUNDAY AND HOLIDAY request shall have a four (4) hour maximum response time.

2.5 PROJECT WORK AND TIME AND MATERIALS:

2.5.1 Project Work:

- (A) Project work shall mean work performed as plumbing retrofits or major repairs to facilities. This is not time and materials work. Projects allow for ALL the contractors under this contract to participate competitively. Each of the contractors assigned to this contract shall be provided a written request for project quote with a detailed Scope of Work. Each contractor shall submit a response, with award to the lowest quote for 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 contract. All additional labor charges outside the project Scope Of Work are those established in Attachment A, PRICING.
- (B) The threshold from time and materials to project work shall be \$5,000.00. 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 and pre-approved by the Materials Management Department procurement officer.
- (C) After a site review of the project, all contractors listed under *plumbing services* must submit the project quote sheet back to the County within the specified time frame, either responding with a firm price; or declining with a written reason why. Contractors declining project work a minimum of three (3) times during a six (6)-month period shall be considered in default of contract and as such, a Notice of Cure shall be issued. Future occurrences may result in contract termination.
- (D) The submitted project price quote shall be all-inclusive. One price to perform the entire project. Any cost overruns shall be absorbed by the Contractor, or cost savings to be additional profit. Exceptions to this are 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 request was made by them) prior to any authorization to proceed. The Contractor who fails to acquire change orders in writing runs the risk of incurring these additional costs without payment. ALL contractors are to have an opportunity to quote on project work, and the County using agencies MUST ensure all contractors of record are included.
- (E) Dependant on the complexity/nature of the project, a predetermined and/or pre-identified mandatory site meeting may be held to ensure all contractors are aware of important issues regarding the project. Mandatory site meetings will require an attendance sheet be signed at the completion of the meeting. Contractors not attending, or depart prior to completion of a mandatory site meeting, and submit a project quote will be deemed "non-responsive".

- (F) Contractors shall be compensated for additional work requested that is not detailed in the scope via the labor rates bid in Attachment A, PRICING, or another scope of work.
- (G) Any applicable taxes imposed shall be included in the project quote. Taxes are NOT to be a separate line item.
- (H) The County's project quote sheet shall 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 S.O.W.,
 - Line item for project cost,
 - Check box for "will quote" or "will not quote" the project,
 - Other pertinent information,
 - Signature line for the Contractor
- (I) Project Pricing Ceiling Limits:

Projects shall not exceed \$150,000.00 each. If an emergency occurs, this price ceiling may be lifted if approved by the Materials Management Procurement Officer assigned to this contract, otherwise, the project may be separately bid outside of this contract document. This to ensure the County receives adequate competition for such work.
- (J) After receipt of Contractor's project quote, a mistake based on error in judgment may not be corrected or withdrawn.

2.5.2 Time and Materials:

This contract may also be used for time and materials work (under \$5,000) and priced per hour as bid in Attachment A, PRICING. Each bidder shall be ranked as first call, second call, and third call based on the hourly rates. 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 must document this via 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 a determination made for default of contract. Contractors declining T&M work a minimum of three (3) times during a six (6)-month period shall be considered in default of contract and as such, a Notice of Cure shall be issued. Future occurrences may result in contract termination.

Sales taxes shall be imposed on the materials only, as the labor rate bid has taxes calculated into them (See §3.5).

2.6 EMERGENCY CALL-OUT WORK:

Emergencies that arise and must be dealt with immediately without the time for project quotes shall require the first ranked contractor to be notified. Emergencies are usually time and materials. The nature of emergency call-outs is unpredictable as far as the extensiveness of the repairs needed. Some may be simple repairs, while others can be major. Once the emergency is completed, and yet requires additional labor for total completion, the County may provide the opportunity for all the contractors of record to quote the remaining work as a project.

2.7 PLUMBING PARTS, SUPPLIES, COMPONENTS:

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

Replacement parts/components/fixtures 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 DRAIN CLEANERS AND CHEMICALS:

The Contractor shall not use any caustic cleaners, acids, de-scaling solutions, or other chemical agents to clean out any sewer line without authority from FMD staff.

2.9 GOVERNMENT AND NATIONAL BUILDING CODES:

All plumbing services provided to the County shall follow rules and regulations in accordance with requirements of the governing Plumbing Code. All work by Contractor shall be subject to inspection and approval by requesting County agency. All required building permits, if required, shall be obtained and paid by the Contractor, and invoiced without markup to the County.

2.10 MECHANICAL CLEARING OF PLUMBING LINES (ROOTERING):

2.10.1 General

This service to be all-inclusive, that is, the flat rate shall include all materials, tools, equipment, labor, supervision, transportation, trip charges, and travel time for a minimum of two hours. Length of rootering run shall be infinite without additional charges.

The purpose of this service shall be for clearing blockages in sanitary sewer/plumbing lines.

2.10.2 Three Types Of Mechanical Clearing To Be Made Available To The County:

- (A) Hand held (auger) – Shall be included in the plumber service general labor rate
- (B) Electric/mechanical machine (cable) – Separate charge (see below)
- (C) Hydrojet (high pressure) – Separate charge (see below)

2.10.3 Hand Held Auger:

This mechanical service shall be included in the general labor bid price and NOT charged as a separate rootering call. The Contractor shall be required to delineate this type of call on his invoice as “*auger blockage*” or a facsimile thereof.

2.10.4 Electric/Mechanical Machine Rootering:

Electric/mechanical machine usage shall be a flat rate, PER SITE, with a two (2) hour minimum stay. This allows ample time for the plumber to assess the job, remove the machine from the truck, set the machine up and clear the line, and reinstall the machine back onto the truck. If the plugged line happens to be caused from two or more different locations within the same building, the Contractor shall consider this the same service and only one cable rootering charge applied.

If a rootering charge for the electric/mechanical machine is imposed to the County, the plumbing labor rate shall NOT be an additional charge. NO OTHER LABOR CHARGES SHALL BE IMPOSED. NO OTHER LABOR CHARGES ARE ALLOWED ON AN ELECTRIC/MECHANICAL ROOTERING CALL.

After two (2) hours of unsuccessful attempts to clear the blockage, the Contractor must notify County staff and a determination made as to what other alternatives can be used. Should this be the case, the Contractor shall bill the County for the one rooting charge only.

The Contractor shall be required to delineate this type of call on his invoice as “*cable blockage*” or a facsimile thereof.

2.10.5 Hydrojet - High Pressure Machine Rootering:

Hydrojetting shall be flat rate, PER SITE, with a two (2) hour minimum stay. This allows for ample time for the Contractor to assess the job, remove the machine from the truck, unplug the line, and reinstall the machine back onto the truck. If the plumber does not have a hydrojet machine in their vehicle, then the County agency shall call-out a contractor with the lowest rate for hydrojetting based on the time and day.

If the plugged line happens to be caused from two or more different locations with the same building, the Contractor shall consider this one service and only one hydrojet rooting charge applied unless the stay is pre-approved over and above the first two hours. There is a line item price for “each additional hour”.

If a rooting charge for the hydrojet machine is imposed to the County, the plumbing labor rate shall NOT be an additional Charge. NO OTHER LABOR CHARGES SHALL BE IMPOSED. NO OTHER LABOR CHARGES ARE ALLOWED ON A HYDROJET ROOTERING CALL.

The Contractor shall be required to delineate this type of call on his invoice as “*hydrojet - clear line*” or a facsimile thereof.

Exception to hydrojet charges: If hydrojet service is to be used for “cleaning” a sanitary sewer line, the cost shall be per foot. The Contractor shall be required to delineate this type of call on his invoice as “*hydrojet-- line cleaning only*” or a facsimile thereof.

2.10.6 Charge For Use of Electric/Mechanical and Hydrojet Machines For Same Job:

If electric/mechanical rooting is used and is determined unsuccessful, same call, same day, same site (As explained in §2.10.4 above), and the Contractor’s plumber AND the County staff agrees to utilize the hydrojet, two charges are allowed:

- (A) Charge for electric/mechanical rooting, flat rate.
- and
- (B) Charge for hydrojetting, flat rate

These two charges must be delineated on the invoice and pre-approval from the County annotated.

2.10.7 Broken Sewer Lines And Damage To Contractor’s Equipment:

The County shall not be held responsible for broken cables or hoses while either cleaning a line or attempting to unclog one, with the exception of structural defects (broken and/or out of alignment sewer lines). In this case, the County will pay for labor to remove broken cables/hoses, but not to repair or the replacement of damaged equipment. A belly in a sewer line is not considered broken/damaged.

2.11 FIRE HYDRANT SERVICE:

The County owns several fire hydrants located on its property. Only Contractors who are licensed with an A-12 Sewer and Drain license shall be permitted to repair or replace hydrants.

2.12 LEAK DETECTION AND CAMERA SERVICES:

These services priced per hour with operator. This service shall be ranked based on the bid in Attachment A, PRICING as 1st call, 2nd call, and 3rd call.

2.13 DETENTION FACILITIES:

The Maricopa County Sheriff's Office (MCSO) does not allow a service contractor access into a Detention Facility to perform any type of service unless a background check has been completed. Exhibit 2, Detention Facilities Security Guidelines, explains all the necessary requirements of contractors performing work at such facilities. If it is anticipated a plumbing contractor who has staff visiting the site on a consistent basis, these forms will be completed by the person requesting facility access and the background check will be completed prior to approving access.

Once the form is filled out and submitted to FMD, the Contractor shall be notified if approved. If approved, a list of the approved names will be given to the Detention Facility where the work is to be performed. Only those on the list will be granted access.

For small jobs lasting only a few days or less, the Facilities Maintenance Officer at the facility will complete the background checks.

A pictured ID is required upon entry and must match the name on the approved access list.

2.14 CLEANUP AFTER A JOB:

The Contractor shall ensure all trash generated by work performed (either repairs or retrofitting) shall be removed from the site. Additionally, the Contractor will ensure all disturbances to the area where the Contractor performed work are restored to the same condition prior to start of the job. Such disturbances may include, but not limited to: loose dirt, dislocated gravel; removed vegetation; footprints; old asphalt/concrete; etc. If an inspection reveals that the Contractor fails to clean up after work has been performed, The County will notify the Contractor of the discrepancy and the Contractor will have twenty-four (24) hours to make the needed correction. Should the Contractor still fail to clean the area, the County reserves the right to make other arrangements to have the area cleaned and the County shall deduct the cost from the Contractor's invoicing.

2.15 MORE THAN ONE PLUMBER AND/OR HELPER:

Repair work for plumbing service shall be performed with the use of one (1) plumber. If needed, Contractor may dispatch a plumber's helper (laborer) to aid the plumber. Any additional plumbers or helpers needed for a SPECIFIC job must be pre-approved by the County using agency's authorized representative. The invoice shall delineate some type of notation that the additional plumber/helper has been pre-approved, for example; *extra plumber pr-approved by 'persons name'*.

2.16 TRIP CHARGES:

Trip charges shall be allowed only to the following sites:

- (a) MCSO Lake Aid Stations
- (b) County offices located in Gila Bend, AZ
- (c) County offices located in Buckeye, AZ

The trip charge shall be imposed in addition to the plumber labor rate. The trip charge shall be imposed as "per occurrence" – not one trip charge to get there and one to leave.

2.17 COMPLIANCE WITH FEDERAL, STATE AND LOCAL SAFETY AND BUILDING CODE REGULATIONS:

- 2.17.1 All work must comply with EPA, OSHA, and any local regulations in effect at each service occurrence.
- 2.17.2 Contractor shall adhere to all regulations, rules, ordinances, and standards set by Federal, State, County, and Municipal governments pertaining to safety on the job site. Not only for the Contractor's employees, but also County employees and the public.
- 2.17.3 If the Contractor is found to be not in compliance with said Federal, State, County, and/or Municipal safety rules, ordinances, policy, procedure, or codes, the Contractor may be placed on suspension until such non-compliant issues are rectified to the satisfaction of the Facilities Management Department. Continued non-compliance shall result in iteration.

2.18 INVOICING:

- 2.18.1 All invoicing for time and materials shall be sent to the County user agency that has requested the services of the Contractor.

Invoicing for T&M work must include:

Purchase order number (If used);

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;

Plumber time in/out shall be posted on invoice (no exceptions)

Applicable sales tax on parts only;

Grand total of invoice.

- 2.18.2 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;

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.

2.19 REQUIRED BACKGROUND CHECKS:

A background check will be a requirement for all employees of Contractor's staff providing services to the County. This option shall allow the Contractor to access areas within the County such as detention facilities, court buildings, and other restricted areas. The cost of this service shall be incurred by the County.

2.20 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.

2.21 QUALIFICATIONS OF CONTRACTORS BIDDING ON PLUMBING SERVICES:

Respondents shall provide proof of the following requirements. Failure to provide such shall render the bid non-responsive:

2.21.1 The Contractor shall be in the commercial plumbing business a minimum six (6) 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.

2.21.2 The Contractor's plumbing staff assigned to this contract shall have a job status of journeyman plumber with a minimum of five (5) years individual plumbing experience. Additionally, the Contractor shall have consistently maintained a minimum of ten (10) full-time journeymen plumbers employed by the firm for the three (3) previous calendar years. Proof of these requirements must accompany bid package. Submittal to include, name, year first employed by the firm, and years as a journeyman plumber.

2.21.3 The Contractor's service truck fleet shall carry sufficient supply of plumbing parts, supplies, tools, and equipment to perform routine plumbing services and repairs. The Contractor shall have a minimum of eight (8) service vehicles specifically assigned to the repair of plumbing services and each truck carries an inventory of plumbing parts, tools, and supplies. Proof of such must accompany the bid package.

2.21.4 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.

2.21.5 The Contractor shall have, at a minimum, the following owned equipment in inventory utilized by their firm:

- (a) Eight (8) electric cable rooting machines (for 3"-6" lines up to 250')
- (b) Two (2) hydro-jet machines capable of clearing up to 4" line
- (c) Two (2) pipe threading machines
- (d) One (1) camera unit
- (e) One (1) leak detection machine

2.21.6 The firm shall have performed plumbing repairs and retrofits equal in size and scope similar to the following sites in the past five (5) years:

Durango Jail [206,842 square feet]
Southeast Regional Center [133,621 square feet]
Old Courthouse [77,243 square feet]

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

- 2.21.7 The Contractor must have a current and active license issued by the State of Arizona, Registrar of Contractors:
- A-12 General Engineering Construction License for sewer, drain, and pipe laying (street) and fire hydrants (For bidders who have such license and can perform fire hydrant repairs/replace)
 - L-37 Commercial plumbing (This license required or K-37 dual as listed below)
 - C-37 Residential plumbing (This license optional)
 - K-37 Or dual licenses (L37 and C37) (This license optional)
- Proof of such must accompany bid package.

3.0 SPECIAL TERMS & CONDITIONS:

3.1 CONTRACT LENGTH:

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

3.2 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 three (3), 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.

3.3 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 Consumer Price Index for the service. Increases are subject to approval in writing by the Materials Management Department prior to any adjusted invoicing being submitted for payment.

3.4 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 Contractor to determine any and all taxes and include the same in bid price.

3.5 INDEMNIFICATION AND INSURANCE:

3.5.1 Indemnification.

To the fullest extent permitted by law, 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 and costs, relating to this Contract.

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 negligence of the County.

3.5.2 Insurance Requirements.

Contractor, at its 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 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.

3.5.2.1 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 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, Contractor 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 performance 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.

3.5.2.2 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.

3.5.2.3 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.

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

3.5.3 Certificates of Insurance.

3.5.3.1 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.

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.

3.5.4 Occurrence Basis.

All insurance required by this contract shall be written on an occurrence basis rather than a claims-made basis.

3.5.5 Cancellation and Expiration Notice.

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

3.6 REQUIREMENT OF CONTRACT BOND:

Concurrently with the submittal of the Contract, the Contractor shall furnish the Contracting Agency the following bond, which shall become binding upon the award of the contract to the Contractor.

- (A) A Performance Bond on all projects estimated to exceed \$75,000.00, 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.

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.

3.7 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.

3.8 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
s.varscsak@fm.maricopa.gov

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

3.9 PRE-BID CONFERENCE:

THERE WILL BE A MANDATORY PRE-BID CONFERENCE AT 9:00 A.M. ON APRIL 13, 2006 AT THE MARICOPA COUNTY FACILITIES MANAGEMENT DEPARTMENT, LIBERTY ROOM, 401 W. JEFFERSON ST., PHOENIX, AZ 85003.

3.10 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.

3.11 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS:

Respondents are to provide two (2) copies of ATTACHMENT A, B, C, (E, F and G, if applicable), any Required Submittals, and a signed ADDENDA Face Page of the Solicitation (if applicable). ATTACHMENT B must bear original signatures. ATTACHMENT A (Pricing) must also be on a CD in an Excel format. Respondents 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.**

3.12 REQUIRED SUBMITTALS:

The following information shall be submitted as part of the Response. Failure to provide all the required submittals will cause the bid to be considered non-responsive:

- 3.12.1 Two copies of the following:
 - 3.12.1.1 Attachment A - Pricing
 - 3.12.1.2 Attachments B - Agreement Page (with original signatures)
 - 3.12.1.3 Attachment C - References
 - 3.12.1.4 Attachments E, F, G - M/WSBE Documents
 - 3.12.1.5 Signed ADDENDA Face Page of Solicitation (if applicable)
 - 3.12.1.6 Permits, Licenses (refer to Section 2.21)
 - 3.12.1.7 Any other Required Submittals (refer to Section 2.21)
- 3.12.2 One copy of Attachment A – Pricing on a CD formatted in EXCEL

3.13 MARICOPA COUNTY VENDOR REGISTRATION

Each Vendor shall register online following the procedures identified in EXHIBIT 1 – VENDOR REGISTRATION PROCEDURES. Upon completion of registration a ten (10) character Identification Number, beginning with the letter “W” followed will be assigned. This Identification Number shall be included in ATTACHMENT A (Pricing) where indicated. Bids submitted without this number may be deemed non-responsive and not considered for award.

3.14 EVALUATION CRITERIA:

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

- 3.14.1 Compliance with specifications
- 3.14.2 Price
- 3.14.3 Determination of responsibility
- 3.14.4 Previous performance under a County contract

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.

ARIZONA PLUMBING SERVICES INC, 3112 W VIRGINIA AVE, PHOENIX, AZ 85009

PRICING SHEET: S073407 / BO603887 / NIGP 91060

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

1.0 PRICING: SECOND FIRST CALL

	<u>REGULAR HRS.</u>	<u>AFTER HOURS</u>	<u>WEEKENDS, HOLIDAYS</u>
1.1 Plumber: (1 hr. minimum)	<u>\$65.00</u> /per hr.	<u>\$97.50</u> /per hr.	<u>\$130.00</u> /per hr.
1.2 Plumber helper: (1 hr. minimum)	<u>\$38.00</u> /per hr.	<u>\$57.50</u> /per hr.	<u>\$76.00</u> /per hr.
1.3 Electric/Mechanical cable service: (minimum 2-hrs)	<u>\$92.00</u> /ea. srv.	<u>\$138.00</u> /ea. srv.	<u>\$184.00</u> /ea. srv.
1.4 Hydrojet service (rootering): (minimum 2-hrs)	<u>\$225.00</u> /ea. srv.	<u>\$337.50</u> /ea. srv.	<u>\$450.00</u> /ea. srv.
1.5 Hydrojet service (rootering): (each additional hour)	<u>\$96.00</u> /hr.	<u>\$144.00</u> /hr.	<u>\$192.00</u> /hr.
1.6 Hydrojet service (line cleaning): (4" - 8" maximum)	<u>\$4.50</u> /per ft.	<u>\$6.75</u> /per ft.	<u>\$9.00</u> /per ft.
1.7 Trip Charge (per occurrence): (see Section 2.16)	<u>\$48.00</u> /1-time	<u>\$72.00</u> /1-time	<u>\$96.00</u> /1-time
1.8 Camera Service (w/ operator):	<u>\$96.00</u> /per hr.	<u>\$144.00</u> /per hr.	<u>\$192.00</u> /per hr.
1.9 Leak Detection Service (w/ operator)	<u>\$96.00</u> /per hr.	<u>\$144.00</u> /per hr.	<u>\$192.00</u> /per hr.

ARIZONA PLUMBING SERVICES INC, 3112 W VIRGINIA AVE, PHOENIX, AZ 85009

1.10	Hydrant Service:	<u>N/A</u>	/per hr.	<u>N/A</u>	/per hr.	<u>N/A</u>	/per hr.

	Equipment--	RENTED•		OWNED			
1.11	Backhoe	<u>PR</u>		<u>N/A</u>	/per hr.		
1.12	Jack Hammer	<u></u>		<u>\$35.00</u>	/per hr.		
1.13	Concrete Cutter	<u></u>		<u>\$40.00</u>	/per hr.		
	•If rented, please insert the letters: PR (PREVAILING RATES)						
	•If owned, please insert your bid price						
	(Other equipment must be pre-approved)						

1.14	Labor, for services outside the scope of contract:			see item			
				<u>1.1</u>			
1.15	Plumbing supplies, parts, components, fixtures, etc., cost plus:				<u>40.00%</u>	(per cent)	

Terms: 1% 10 Days Net 30

Vendor Number: W000003129 X

Telephone Number: 602/484-0666

Fax Number: 602/442-8757

Contact Person: Robert Karp

E-mail Address: robertkarp@arizonaplumbingservices.com

Company Web Site: www.arizonaplumbingservices.com

Certificates of Insurance Required

Contract Period: To cover the period ending **July 31, 2009.**

HERNANDEZ COMPANIES INC, 3734 E ANNE ST, PHOENIX, AZ 85040

PRICING SHEET: S073407 / BO603887 / NIGP 91060

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

1.0 PRICING: FIRST SECOND CALL

	<u>REGULAR HRS.</u>	<u>AFTER HOURS</u>	<u>WEEKENDS, HOLIDAYS</u>
1.1 Plumber: (1 hr. minimum)	<u>\$64.00</u> /per hr.	<u>\$96.00</u> /per hr.	<u>\$96.00</u> /per hr.
1.2 Plumber helper: (1 hr. minimum)	<u>\$29.65</u> /per hr.	<u>\$44.48</u> /per hr.	<u>\$44.48</u> /per hr.
1.3 Electric/Mechanical cable service: (minimum 2-hrs)	<u>\$128.00</u> /ea. srv.	<u>\$192.00</u> /ea. srv.	<u>\$192.00</u> /ea. srv.
1.4 Hydrojet service (rootering): (minimum 2-hrs)	<u>\$200.00</u> /ea. srv.	<u>\$264.00</u> /ea. srv.	<u>\$264.00</u> /ea. srv.
1.5 Hydrojet service (rootering): (each additional hour)	<u>\$125.00</u> /hr.	<u>\$170.00</u> /hr.	<u>\$170.00</u> /hr.
1.6 Hydrojet service (line cleaning): (4" - 8" maximum)	<u>\$4.00</u> /per ft.	<u>\$6.00</u> /per ft.	<u>\$6.00</u> /per ft.
1.7 Trip Charge (per occurrence): (see Section 2.16)	<u>\$100.00</u> /1-time	<u>\$150.00</u> /1-time	<u>\$150.00</u> /1-time
1.8 Camera Service (w/ operator):	<u>\$139.00</u> /per hr.	<u>\$171.00</u> /per hr.	<u>\$171.00</u> /per hr.
1.9 Leak Detection Service (w/ operator)	<u>\$ No Bid</u> /per hr.	<u>\$ No Bid</u> /per hr.	<u>\$ No Bid</u> /per hr.
1.10 Hydrant Service:	<u>\$ No Bid</u> /per hr.	<u>\$ No Bid</u> /per hr.	<u>\$ No Bid</u> /per hr.

	<u>RENTED•</u>	<u>OWNED</u>	
1.11 Equipment-- Backhoe	<u>PR</u>		/per hr.
1.12 Jack Hammer	<u>PR</u>		/per hr.

HERNANDEZ COMPANIES INC, 3734 E ANNE ST, PHOENIX, AZ 85040

1.13 Concrete Cutter PR _____ /per hr.

•If rented, please insert the letters: PR (PREVAILING RATES)

•If owned, please insert your bid price

(Other equipment must be pre-approved)

1.14 Labor, for services outside the scope of contract: \$64.00 /per hr.

1.15 Plumbing supplies, parts, components, fixtures, etc., cost plus: 30.00% (per cent)

Terms: 2% 10 Days Net 30

Vendor Number: W000001590 X

Telephone Number: 602/438-7825

Fax Number: 602/438-6558

Contact Person: Denise Hernandez

E-mail Address: info@hernandezcompanies.com

Company Web Site: www.Hernandezcompanies.com

Certificates of Insurance Required

Contract Period: To cover the period ending **July 31, 2009.**

ROTO ROOTER SVC & PLUMBING CO, 2222 W GRANT ST, PHOENIX, AZ 85009

PRICING SHEET: S073407 / BO603887 / NIGP 91060

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

* We are not a minority contractor and do not anticipate that we will need to use sub contractors to complete the work identified in this bid. Should we be awarded the project and the need to use subcontractors arises, we will make a good faith effort to utilize M/WSBE subcontractors.

1.0 PRICING: THIRD CALL

	<u>REGULAR HRS.</u>	<u>AFTER HOURS</u>	<u>WEEKENDS, HOLIDAYS</u>
1.1 Plumber: (1 hr. minimum)	<u>\$94.75</u> /per hr.	<u>\$124.75</u> /per hr.	<u>\$124.75</u> /per hr.
1.2 Plumber helper: (1 hr. minimum)	<u>\$17.00</u> /per hr.	<u>\$25.00</u> /per hr.	<u>\$25.00</u> /per hr.
1.3 Electric/Mechanical cable service: (minimum 2-hrs)	<u>\$94.75</u> /ea. srv.	<u>\$124.75</u> /ea. srv.	<u>\$124.75</u> /ea. srv.
1.4 Hydrojet service (rootering): (minimum 2-hrs)	<u>\$250.00</u> /ea. srv.	<u>\$275.00</u> /ea. srv.	<u>\$275.00</u> /ea. srv.
1.5 Hydrojet service (rootering): (each additional hour)	<u>\$150.00</u> /hr.	<u>\$150.00</u> /hr.	<u>\$150.00</u> /hr.
1.6 Hydrojet service (line cleaning): (4" - 8" maximum)	<u>\$250.00</u> /per ft.	<u>\$275.00</u> /per ft.	<u>\$275.00</u> /per ft.
1.7 Trip Charge (per occurrence): (see Section 2.16)	<u>\$60.00</u> /1-time	<u>\$60.00</u> /1-time	<u>\$60.00</u> /1-time
1.8 Camera Service (w/ operator):	<u>\$170.00</u> /per hr.	<u>\$200.00</u> /per hr.	<u>\$200.00</u> /per hr.
1.9 Leak Detection Service (w/ operator)	<u>\$200.00</u> /per hr.	<u>\$235.00</u> /per hr.	<u>\$235.00</u> /per hr.
1.10 Hydrant Service:	<u>\$94.75</u> /per hr.	<u>\$124.75</u> /per hr.	<u>\$124.75</u> /per hr.

 Equipment-- RENTED● OWNED

ROTO ROOTER SVC & PLUMBING CO, 2222 W GRANT ST, PHOENIX, AZ 85009

- | | | | | |
|------|-----------------|-----------|-------------------|----------|
| 1.11 | Backhoe | <u>PR</u> | <u> </u> | /per hr. |
| 1.12 | Jack Hammer | <u>PR</u> | <u> </u> | /per hr. |
| 1.13 | Concrete Cutter | <u>PR</u> | <u> </u> | /per hr. |

● If rented, please insert the letters: PR (PREVAILING RATES)

■ If owned, please insert your bid price

(Other equipment must be pre-approved)

- | | | | | |
|------|--|-------------------|----------------|------------------------------|
| 1.14 | Labor, for services outside the scope of contract: | <u> </u> | <u>\$94.75</u> | /per hr. |
| 1.15 | Plumbing supplies, parts, components, fixtures, etc., cost plus: | <u> </u> | 20% | <u> </u> (per cent) |

Terms:	Net 30
Vendor Number:	W000002107 X
Telephone Number:	602/277-9588
Fax Number:	602/277-9080
Contact Person:	Joel Auster
E-mail Address:	jauster@hswcorp.com
Company Web Site:	www.rotorooter.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending July 31, 2009.