

SERIAL 10132 S VERTICAL CONSTRUCTION ESTIMATING SERVICES

DATE OF LAST REVISION: January 30, 2014

CONTRACT END DATE: January 31, 2017

CONTRACT PERIOD THROUGH ~~January 31, 2014~~ January 31, 2017

TO: All Departments
FROM: **Office of Procurement Services**
SUBJECT: Contract for **VERTICAL CONSTRUCTION ESTIMATING SERVICES**

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 **January 26, 2011**.

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, Chief Procurement Officer
Office of Procurement Services

DW/ao
Attach

Copy to: **Office of Procurement Services**
 Don Jeffery, Facilities Management

ABACUS PROJECT MANAGEMENT, INC., 3030 N. CENTRAL AVE., SUITE #1207, PHOENIX, AZ 85012

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: Yes

1.0 COUNTY DETERMINED COMPENSATION:

The following estimators' hourly rates are for the entire duration of the contract.

	MAXIMUM HOURLY RATE	FIRMS PROPOSED HOURLY RATES SHALL NOT EXCEED MAXIMUM RATES LISTED
1.1 Estimator	\$ 90.00 per hour	\$90.00 _____
1.2 Senior Estimator	\$ 120.00 per hour	\$120.00 _____
1.3 Scheduler	\$120.00 per hours	\$120.00 _____

1.4 Additional labor rate for work outside of the contract: To be approved by the Procurement Officer at the time of the request.

BY SIGNING BELOW FIRM ACKNOWLEDGES AND ACCEPTS THE ABOVE COMPENSATION

 Jeff Turner, Manager of Arizona Operations
 PRINTED NAME AND TITLE

Jeff A. Turner

 SIGNATURE

12/28/2010

 DATE

PRICING SHEET: NIGP CODE 90922

Terms: NET 30

Vendor Number: 2011000179 0

Telephone Number: (602) 265-6870

Fax Number: ~~(602) 265-9360~~ (602) 274-0027

Contact Person: Jeff Turner

E-mail Address: ~~jturner@abacuspm.com~~ Jeff.Turner@abacus.abengoa.com

Certificates of Insurance Required

Contract Period: To cover the period ending ~~January 31, 2014~~ **January 31, 2017.**

ARCADIS U.S., INC. 410 NORTH 44TH STREET, SUITE 1000, PHOENIX, AZ 85008 950 WEST ELLIOT ROAD, SUITE #220, TEMPE, AZ 85284

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: Yes

1.0 COUNTY DETERMINED COMPENSATION:

The following estimators' hourly rates are for the entire duration of the contract.

	MAXIMUM HOURLY RATE	FIRMS PROPOSED HOURLY RATES SHALL NOT EXCEED MAXIMUM RATES LISTED
1.1 Estimator	\$ 90.00 per hour	\$90.00
1.2 Senior Estimator	\$ 120.00 per hour	\$118.00
1.3 Scheduler	\$118.00 per hours	\$118.00

1.4 Additional labor rate for work outside of the contract: To be approved by the Procurement Officer at the time of the request.

BY SIGNING BELOW FIRM ACKNOWLEDGES AND ACCEPTS THE ABOVE COMPENSATION

Robert F. Roble, Operations Manager
 PRINTED NAME AND TITLE


 SIGNATURE

12/28/2010
 DATE

PRICING SHEET: NIGP CODE 90922

Terms: NET 30

Vendor Number: ~~W000009134 X~~ **2011001551 0**

Telephone Number: 602/438-0883

Fax Number: 602/438-0102

Contact Person: Robert Roble, Operations Manager/Senior Cost Estimator

E-mail Address: robert.roble@arcadis-us.com

Certificates of Insurance Required

Contract Period: To cover the period ending ~~January 31, 2014~~ **January 31, 2017.**

ASSOCIATED CONSTRUCTION ECONOMISTS, P.O. BOX 4073, SCOTTSDALE, AZ 85261

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: Yes

1.0 COUNTY DETERMINED COMPENSATION:

The following estimators' hourly rates are for the entire duration of the contract.

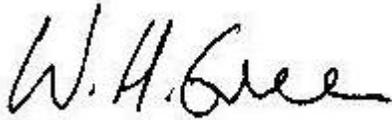
	MAXIMUM HOURLY RATE	FIRMS PROPOSED HOURLY RATES SHALL NOT EXCEED MAXIMUM RATES LISTED
1.1 Estimator	\$ 90.00 per hour	\$85.00
1.2 Senior Estimator	\$ 120.00 per hour	\$105.00
1.3 Scheduler	\$105.00 per hours	\$105.00

1.4 Additional labor rate for work outside of the contract: To be approved by the Procurement Officer at the time of the request.

BY SIGNING BELOW FIRM ACKNOWLEDGES AND ACCEPTS THE ABOVE COMPENSATION

Bill Green, President

 PRINTED NAME AND TITLE



 SIGNATURE

28th December, 2010

 DATE

PRICING SHEET: NIGP CODE 90922

Terms: NET 30

Vendor Number: 2011000187 0

Telephone Number: 480/596-1882

Fax Number: 480/922-1883

Contact Person: Bill Green

E-mail Address: acebill@cox.net

Certificates of Insurance Required

Contract Period: To cover the period ending ~~January 31, 2014~~ **January 31, 2017**.

BRYCON CONSTRUCTION, 6150 WEST CHANDLER BLVD., SUITE #39, CHANDLER, AZ 85226

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: Yes

1.0 COUNTY DETERMINED COMPENSATION:

The following estimators' hourly rates are for the entire duration of the contract.

	MAXIMUM HOURLY RATE		FIRMS PROPOSED HOURLY RATES SHALL NOT EXCEED MAXIMUM RATES LISTED
1.1 Estimator	\$ 90.00	per hour	<u>\$85.00</u>
1.2 Senior Estimator	\$ 120.00	per hour	<u>\$105.00</u>
1.3 Scheduler	No Response	per hours	No Response

1.4 Additional labor rate for work outside of the contract: To be approved by the Procurement Officer at the time of the request.

BY SIGNING BELOW FIRM ACKNOWLEDGES AND ACCEPTS THE ABOVE COMPENSATION

Jim Michaels, Operations Manager
 PRINTED NAME AND TITLE

Jim Michaels
Digitally signed by Jim Michaels
 DN: cn=Jim Michaels, o=Brycon Construction,
 ou, email=jmichaels@brycon.com, c=US
 Date: 2010.12.28 07:28:43 -07'00'

SIGNATURE

12/28/2010
 DATE

PRICING SHEET: NIGP CODE 90922

Terms: 5% 30 Days Net 31 Days
 Vendor Number: W000004809 X
 Telephone Number: 480/785-9911
 Fax Number: 480/785-9858
 Contact Person: ~~Jim Michaels, Operations Manager~~ **Scott Dluzen**
 E-mail Address: ~~jmichaels@brycon.com~~ **Sdluzen@brycon.com**
 Certificates of Insurance: Required
 Contract Period: To cover the period ending ~~January 31, 2014~~ **January 31, 2017.**

BUILDERS GUILD INC., 4950 EAST INGRAM STREET, MESA, AZ 85205

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: Yes

1.0 COUNTY DETERMINED COMPENSATION:

The following estimators' hourly rates are for the entire duration of the contract.

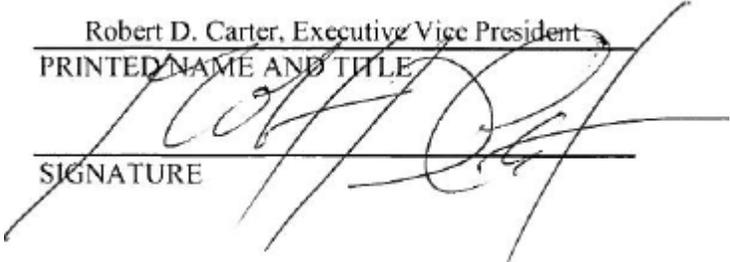
	MAXIMUM HOURLY RATE	FIRMS PROPOSED HOURLY RATES SHALL NOT EXCEED MAXIMUM RATES LISTED
1.1 Estimator	\$ 90.00 per hour	<u>\$85.00</u>
1.2 Senior Estimator	\$ 120.00 per hour	<u>\$105.00</u>
1.3 Scheduler	\$95.00 per hours	<u>\$95.00</u>

1.4 Additional labor rate for work outside of the contract: To be approved by the Procurement Officer at the time of the request.

All Prices will be held firm for a period of 150 days.

BY SIGNING BELOW FIRM ACKNOWLEDGES AND ACCEPTS THE ABOVE COMPENSATION

Robert D. Carter, Executive Vice President
 PRINTED NAME AND TITLE

 SIGNATURE 

SIGNATURE

12/28/2010

DATE

PRICING SHEET: NIGP CODE 90922

Terms: NET 30

Vendor Number: W000005053 X

Telephone Number: 480/833-0404

Fax Number: 480/833-0980

Contact Person: Robert D. Carter, Executive Vice President

E-mail Address: Bobc@buildersguild.com

Certificates of Insurance Required

Contract Period: To cover the period ending ~~January 31, 2014~~ **January 31, 2017.**

E SQUARED ESTIMATING SERVICES, INC., 2733 NORTH POWER ROAD, SUITE #102, PMB 123, MESA, AZ 85215

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: Yes

**1.0 COUNTY DETERMINED
COMPENSATION:**

The following estimators' hourly rates are for the entire duration of the contract.

	MAXIMUM HOURLY RATE	FIRMS PROPOSED HOURLY RATES SHALL NOT EXCEED MAXIMUM RATES LISTED
1.1 Estimator	\$ 90.00 per hour	\$ N/A
1.2 Senior Estimator	\$ 120.00 per hour	\$ 120.00 per hour
1.3 Scheduler	\$120.00 per hours	\$120.00

1.4 Additional labor rate for work outside of the contract: To be approved by the Procurement Officer at the time of the request.

BY SIGNING BELOW FIRM ACKNOWLEDGES AND ACCEPTS THE ABOVE COMPENSATION

Brett Eklund, President, Estimator

PRINTED NAME AND TITLE



SIGNATURE

December 28, 2010

DATE

PRICING SHEET: NIGP CODE 90922

Terms: NET 15

Vendor Number: 2011000186 0

Telephone Number: 602/513-0105

Fax Number: 480/807-5075

Contact Person: Brett Eklund, President, Estimator

E-mail Address: e2estimating@msn.com

Certificates of Insurance Required

Contract Period: To cover the period ending ~~January 31, 2014~~ **January 31, 2017**.

HILL INTERNATIONAL, INC., 2777 EAST CAMELBACK ROAD, SUITE 15, PHOENIX, AZ 85016

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: Yes

1.0 COUNTY DETERMINED COMPENSATION:

The following estimators' hourly rates are for the entire duration of the contract.

	MAXIMUM HOURLY RATE	FIRMS PROPOSED HOURLY RATES SHALL NOT EXCEED MAXIMUM RATES LISTED
1.1 Estimator	\$ 90.00 per hour	\$79.00 \$90.00 EFFECTIVE 02/01/14
1.2 Senior Estimator	\$ 120.00 per hour	\$119.00 \$120.00 EFFECTIVE 02/01/14
1.3 Scheduler	<div style="display: flex; justify-content: space-around;"> \$119.00 \$79.00 </div> (Senior) (Scheduler) per hours	<u>\$119.00 (senior scheduler)/\$79.00 (scheduler)</u>

1.4 Additional labor rate for work outside of the contract: To be approved by the Procurement Officer at the time of the request.

BY SIGNING BELOW FIRM ACKNOWLEDGES AND ACCEPTS THE ABOVE COMPENSATION

Max M. Shoura, PE, PSP, Vice President
PRINTED NAME AND TITLE


SIGNATURE

28-Dec-10
DATE

PRICING SHEET: NIGP CODE 90922

Terms: NET 45

Vendor Number: W000014806 X

Telephone Number: 602/778-9888

Fax Number: 602/778-9890

Contact Person: Max Shoura, PE, PSP

E-mail Address: maxshoura@hillintl.com

Certificates of Insurance Required

Contract Period: To cover the period ending ~~January 31, 2014~~ **January 31, 2017.**

KITCHELL CEM, 1707 E. HIGHLAND AVE., SUITE 125, PHOENIX, AZ 85016
1661 E. CAMELBACK ROAD SUITE 375, PHOENIX, AZ 85016

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: Yes

1.0 COUNTY DETERMINED COMPENSATION:

The following estimators' hourly rates are for the entire duration of the contract.

	MAXIMUM HOURLY RATE	FIRMS PROPOSED HOURLY RATES SHALL NOT EXCEED MAXIMUM RATES LISTED
1.1 Estimator	\$ 90.00 per hour	\$90.00
1.2 Senior Estimator	\$ 120.00 per hour	\$120.00
1.3 Scheduler	\$115.00 per hours	\$115.00

1.4 Additional labor rate for work outside of the contract: To be approved by the Procurement Officer at the time of the request.

BY SIGNING BELOW FIRM ACKNOWLEDGES AND ACCEPTS THE ABOVE COMPENSATION

Russell A. Fox, President

 PRINTED NAME AND TITLE



 SIGNATURE

28-Dec-10

 DATE

PRICING SHEET: NIGP CODE 90922

Terms: NET 30

Vendor Number: W000012806 X

Telephone Number: 602/266-1970

Fax Number: 602/285-1210

Contact Person: Dan Mills and **Ron Ecker**

E-mail Address: dmills@kitchell.com
recker@kitchell.com

Certificates of Insurance Required

Contract Period: To cover the period ending ~~January 31, 2014~~ **January 31, 2017**.

MARC TAYLOR, 99 EAST VIRGINIA AVENUE SUITE 225, PHOENIX, AZ 85004
~~12647 WEST ASHBY, PEORIA, AZ 85383~~

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: Yes ~~Rebate 2%~~

1.0 COUNTY DETERMINED COMPENSATION:

The following estimators' hourly rates are for the entire duration of the contract.

	MAXIMUM HOURLY RATE	FIRMS PROPOSED HOURLY RATES SHALL NOT EXCEED MAXIMUM RATES LISTED
1.1 Estimator	\$ 90.00 per hour	\$79.00
1.2 Senior Estimator	\$ 120.00 per hour	\$109.00
1.3 Scheduler	\$109.00 per hours	\$109.00

1.4 Additional labor rate for work outside of the contract: To be approved by the Procurement Officer at the time of the request.

BY SIGNING BELOW FIRM ACKNOWLEDGES AND ACCEPTS THE ABOVE COMPENSATION

 Marc Taylor, President
 PRINTED NAME AND TITLE


 SIGNATURE

 December 28, 2010
 DATE

PRICING SHEET: NIGP CODE 90922

Terms: NET 45
 Vendor Number: 2011000183 0
 Telephone Number: 602/799-~~6693~~ 6993
 Fax Number: ~~928/252-3658~~ 480/287-9227
 Contact Person: Marc Taylor
 E-mail Address: mtaylor@marc-taylor.com
 Certificates of Insurance Required
 Contract Period: To cover the period ending ~~January 31, 2014~~ **January 31, 2017**.

PARSONS COMMERCIAL TECHNOLOGY GROUP INC., 2111 EAST HIGHLAND AVE., SUITE #402B, PHOENIX, AZ 85016

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: Yes

1.0 COUNTY DETERMINED COMPENSATION:

The following estimators hourly rates are for the entire duration of the contract.

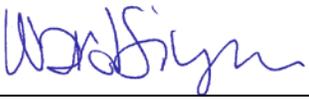
	MAXIMUM HOURLY RATE	FIRMS PROPOSED HOURLY RATES SHALL NOT EXCEED MAXIMUM RATES LISTED
1.1 Estimator	\$ 90.00 per hour	\$ 75.00 per hour
1.2 Senior Estimator	\$ 120.00 per hour	\$ 110.00 per hour
1.3 Scheduler	\$110.00 per hours	\$110.00

1.4 Additional labor rate for work outside of the contract: To be approved by the Procurement Officer at the time of the request.

BY SIGNING BELOW FIRM ACKNOWLEDGES AND ACCEPTS THE ABOVE COMPENSATION

Ward Simpson, Vice President

 PRINTED NAME AND TITLE



 SIGNATURE

12/28/2010

 DATE

PRICING SHEET: NIGP CODE 90922

Terms: NET 30

Vendor Number: W000009763 X

Telephone Number: 602/778-4400

Fax Number: 602/778-4446

Contact Person: ~~Ward Simpson~~ Curtis Johnson/Eric Martin

E-mail Address: ~~ward.simpson@parsons.com~~ Curtis.Johnson@parsons.com
 Eric.Martin@parson.com

Certificates of Insurance Required

Contract Period: To cover the period ending ~~January 31, 2014~~ January 31, 2017.

RIDER LEVETT BUCKNALL, 4343 EAST CAMELBACK ROAD, SUITE 350, PHOENIX, AZ 85018

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: Yes

1.0 COUNTY DETERMINED COMPENSATION:

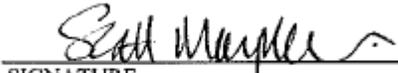
The following estimator's hourly rates are for the entire duration of the contract.

	MAXIMUM HOURLY RATE	FIRMS PROPOSED HOURLY RATES SHALL NOT EXCEED MAXIMUM RATES LISTED
1.1 Estimator	\$ 90.00 per hour	\$88.00
1.2 Senior Estimator	\$ 120.00 per hour	\$115.00
1.3 Scheduler	\$110.00 per hours	\$110.00

1.4 Additional labor rate for work outside of the contract: To be approved by the Procurement Officer at the time of the request.

BY SIGNING BELOW FIRM ACKNOWLEDGES AND ACCEPTS THE ABOVE COMPENSATION

 Scott Macpherson, Principal
 PRINTED NAME AND TITLE


 SIGNATURE

 12/22/2010
 DATE

PRICING SHEET: NIGP CODE 90922

Terms: NET 10

Vendor Number: 2011000184 0

Telephone Number: 602/443-4848

Fax Number: 602/443-4849

Contact Person: Scott Macpherson

E-mail Address: scott.macpherson@us.rlb.com

Certificates of Insurance Required

Contract Period: To cover the period ending ~~January 31, 2014~~ **January 31, 2017**.

VERTICAL CONSTRUCTION ESTIMATING SERVICES

1.0 INTENT:

The intent of this solicitation is to establish a contract for vertical construction estimating service. Maricopa County using agencies include but are not limited to Facilities Management, Parks and Recreation, Library District and the Stadium District. **To this end, the County will enter into contracts with qualified firms and/or individuals who, from time-to-time, may be called upon to provide estimating services for a specific project or capital improvement program according to the terms fixed by the contract. Work shall be assigned by the County based on the County's needs and any firm's or individual's available staff at the time of need. Firms or individuals may be required to submit the qualifications of available staff at the time of assignment so the County can evaluate resources to determine the most qualified for any particular matter, if there are any conflicts at the County's sole discretion where it is determined to be in the best interest of the County.** ~~The majority of the work will be for the Facilities Management Department's and be broken into three (3) zones. These zones consist of the Durango Complex and all areas east and west of I-17 not included in the other zones,, the Southeast Complex and the Downtown Phoenix area. We will make an initial multiple award under this solicitation. One (1) award will be made for each zone. The primary working time frame covered under this award will be the fiscal year budgetary perpetration season normally between October and April. After this budgetary period projects will be awarded on an as needed basis to whoever is available. The number of projects budgeted in the three (3) zones for any given fiscal year will fluctuate based on facility needs and funding levels at the sole discretion of the County, therefore the zone selection will be determined by a random drawing at the post award meeting.~~

The County reserves the right to add additional contractors, at the County's sole discretion, in cases where the currently listed contractors are of an insufficient number or skill-set to satisfy the County's needs or to ensure adequate competition on any project or task order work

2.0 SCOPE OF SERVICES:

- 2.1 Individuals must possess at least five (5) years contiguous experience as a vertical construction cost estimator. Individuals must be familiar with all aspects of vertical construction (i.e., building systems, site construction, etc.
- 2.2 Named employee(s) submitting under a firm must have the identified experience above and must have one year of continuous employment as a vertical construction cost estimator with the submitting firm. Sub-consultants/subcontractors will not be accepted.
- 2.3 Provide a synopsis for three to five (3-5) similar projects/contracts for which your firm had the sole responsibility of vertical construction cost estimating services.

As to prior experience, include the following information for each of the projects listed above:

- 2.3.1 What was your cost estimate for conceptual costs versus the final construction costs?
- 2.3.2 Describe any variation to the conceptual costs versus the final construction costs.
- 2.4 Please include resume(s) for all individuals proposed to work under this contract.
- 2.5 Please include the approximately percentage of resources time you expect to be provided under this contract. (This information does not constitute a commitment to fully utilize any individual contract issued. Maricopa County does not guarantee the amount of work which may be performed under this contract during the contract term.)

Proposal Components

Respondents should submit a proposal providing the following information and proposals shall be no more than ~~10~~ 25 pages including any supporting attachments or documents.

- 2.6 General background information on the Respondent's firm.
 - 2.6.1 **The vendor shall perform professional Estimating Services (including but not limited to land acquisition, environmental services, planning, permitting, design, construction, FF&E, move-in, operations and maintenance costs) required under this contract in accordance with the standard of care, skill, training, diligence and judgment normally provided by competent professionals who perform work of a similar nature, in the Maricopa County region.**
 - 2.6.2 **Services performed under this Agreement shall be more fully described in detail in individual task orders assigned by the County.**
 - 2.6.3 **The vendor agrees to correct, at its own expense, any Service(s) provided under this Agreement that does not conform to the standard of care herein for a period of one (1) year following the completion of that Service.**
- 2.7 Identification of personnel that would be involved in any resulting contract. The proposals shall acknowledge that the County reserves the right to accept or reject any personnel at our sole discretion. The vendor will replace any personnel within two weeks of ~~notification~~ **notification**. All personnel will be required to clear the appropriate County background check(s).
- 2.8 Identification of all personnel as Estimator or Senior Estimator
- 2.9 Provide a response indicating how Respondent will fulfill requirements of estimating work.
- 2.10 Respondent's experience providing the services, for which submitting a proposal.
- 2.11 Confirmation that the Respondent is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency; and
- 2.12 Any other information deemed relevant or important for the County to consider.
- 2.13 **REIMBURSABLE EXPENSES**
 - 2.13.1 **Reimbursable expenses are additional compensation for Basic and Additional Services that include actual expenditures made by the Estimator, his employees, or his professional consultants in the interest of the Project and have the specific prior approval of the County, confirmed in writing. The Estimator hereby agrees that no reimbursable expense shall be incurred, or requested for payment without prior written approval of the County. The County is under no obligation to pay the Estimator for such expenses without evidence of the County's written consent prior to the Estimator incurring such expenses. Reimbursable expenses may be approved for:**
 - 2.13.1.1 **Permit fees if levied by an authorized regulatory agency and paid directly by the Estimator with the County's permission.**
 - 2.13.1.2 **Approved travel expenses where travel is required as part of the project scope shall be billed by Estimator only for those travel expenses that are in compliance with the Federal Travel Regulation, CFR Chapter 300-304, as applicable. All out of state travel expenses shall be pre-approved by the County.**
 - 2.13.2 **Costs associated with normal office supplies and equipment expenses shall not be considered as Additional Reimbursable Expenses paid by the County as these costs shall be considered as normal overhead and operating costs which are factored into the Estimator's fee and indicated within the County's Notice to Proceed for the Project. Normal overhead and operating costs shall include but are not limited to:**
 - 2.13.2.1 **Paper, pens, pencils, copier supplies, and computer media.**

- 2.13.2.2 **Drafting supplies tools & equipment.**
- 2.13.2.3 **Telephone and facsimile equipment, rental & toll charges.**
- 2.13.2.4 **Office rental, utility, and other overhead expenses.**
- 2.13.2.5 **Plan and specification reproduction costs for Consulting review purposes.**
- 2.13.2.6 **Postage and delivery costs.**
- 2.13.2.7 **Use or rental of computer equipment or related supplies.**
- 2.13.2.8 **Overtime work necessary to meet deadlines stipulated within the County's Notice to Proceed.**

2.13.3 **Unless specifically authorized in writing in advance as part of the approved scope of work, the County will not pay for any of the following expenses of the Estimator:**

- 2.13.3.1 **Vehicle mileage to any County-owned facility located within the State of Arizona.**
- 2.13.3.2 **Vehicle mileage for the Estimator or its sub-consultants to attend project related meetings located within the State of Arizona.**
- 2.13.3.3 **Meal costs for employees of Estimator or its sub-consultants whether or not employees of the County are in attendance for meetings or other gatherings related to project work for the County, except where authorized in writing in advance for out-of-state consultants/sub-consultants traveling to Arizona or out of state travel related to the assignment.**

2.13.4 **The Estimator shall accompany each payment request for Reimbursable Expenses with a copy of the original vendor invoice for any and all Reimbursable Expense costs. The County reserves the right to reject any and all requests for payment of Reimbursable Expenses costs where no invoice or receipt is attached.**

2.13.5 **The Estimator shall only be paid the actual amount charged to the Estimator by the original vendor for Reimbursable Expenses.**

2.14 **FACILITIES:**

During the course of this Contract, the County may provide the Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its obligation enumerated herein.

2.15 **INVOICES AND PAYMENTS:**

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

- Company name, address and contact
- County bill-to name and contact information
- Contract Serial Number
- County purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity (number of days or weeks)
- Contract Item number(s)
- Description of Purchase (product or services)
- Pricing per unit of purchase
- Freight (if applicable)
- Extended price
- Mileage w/rate (if applicable)
- Arrival and completion time (if applicable)
- Total Amount Due

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

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

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

2.16 TAX:

No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

2.17 DELIVERY:

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

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

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

2.19 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)

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

3.0 CONTRACTUAL TERMS & CONDITIONS:

3.1 CONTRACT TERM:

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

3.2 OPTION TO RENEW:

The County may, at their option and with the approval of the Contractor, renew the term of this Contract up to a maximum of three (3) additional years, (or at the County's sole discretion, extend the contract on a month to month basis for a maximum of six (6) months after expiration). The Contractor shall be notified in writing by the **Office of Procurement Services** Department of the County's intention to renew the contract term at least thirty (30) calendar days prior to the expiration of the original contract term.

3.3 PRICE ADJUSTMENTS:

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

3.4 INDEMNIFICATION:

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

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

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

3.5 INSURANCE:

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

3.5.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

3.5.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

3.5.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

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

3.5.6 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

- 3.5.7 The insurance policies required by this Contract, except Workers' Compensation, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.
- 3.5.8 The policies required hereunder, except Workers' Compensation shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.
- 3.5.9 Commercial General Liability:
- Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.**
- 3.5.10 Automobile Liability:
- Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$2,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.**
- 3.5.11 Professional Liability
- Professional Liability Insurance which will ensure and provide coverage with limits of not less than \$2,000,000 for each occurrence.**
- 3.5.12 Workers' Compensation:
- 3.5.12.1 **Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.**
- 3.5.12.2 Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.
- 3.5.13 Certificates of Insurance.
- 3.5.13.1 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**

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

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

3.5.14 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 ORDERING AUTHORITY.

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

3.6.2 Maricopa County departments, cities, other counties, schools and special districts, universities, nonprofit educational and public health institutions may also purchase from under this Contract at their discretion and/or other state and local agencies (Customers) may procure the products under this Contract by the issuance of a purchase order to the Respondent. Purchase orders must cite the Contract number.

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

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

3.7 REQUIREMENTS CONTRACT:

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

3.7.2 County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and 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.

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

3.8 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

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

3.9 TERMINATION FOR DEFAULT:

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

3.10 TERMINATION BY THE COUNTY:

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

3.11 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

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

3.12 OFFSET FOR DAMAGES;

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

3.13 ADDITIONS/DELETIONS OF SERVICE:

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

3.13.2 **The County reserves the right of final approval on proposed staff for all Task Orders. Also, upon request by the County, the Contractor will be required to remove any employees working on County projects and substitute personnel based on the discretion of the County within two business days, unless previously approved by the County.**

3.14 SUBCONTRACTING:

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

3.15 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County **Office of Procurement Services** shall be responsible for approving all amendments for Maricopa County.

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

3.16.1 **In accordance with section MCI 367 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.**

3.16.2 **If the Contractor's books, records , accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.**

3.16.3 **If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future claim submitted by the Contractor by the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the Contractor by issuing a check payable to Maricopa County**

3.17 **PUBLIC RECORDS:**

All Offers submitted and opened are public records and must be retained by the Records Manager at the Office of Procurement Services. Offers shall be open to public inspection after Contract award and execution, except for such Offers deemed to be confidential by the Office of Procurement Services. If an Offeror believes that information in its Offer should remain confidential, it shall indicate as confidential, the specific information and submit a statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. The Records Manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

3.18 **ADEQUACY OF RECORDS:**

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

3.19 **AUDIT DISALLOWANCES:**

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

3.20 **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 the Contract.

3.21 **RIGHTS IN DATA:**

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

3.22 RELATIONSHIPS:

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

3.23 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

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

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

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

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

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

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

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

3.24 ALTERNATIVE DISPUTE RESOLUTION:

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

3.24.1.1 Render a decision;

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

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

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

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

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

3.25.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

3.25.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 3.24.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

~~3.26 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:~~

~~3.26.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract.~~

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

3.27 CONTRACTOR LICENSE REQUIREMENT:

- 3.27.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both **Office of Procurement Services** and the using agency of any and all changes concerning permits, insurance or licenses.
- 3.27.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.