

**SERIAL 10013 S          STORM AND SEWER LINE CLEANING SERVICES**

**DATE OF LAST REVISION: April 03, 2014**

**CONTRACT END DATE: June 30, 2016**

**CONTRACT PERIOD THROUGH JUNE 30, ~~2013~~ 2016**

**TO:**                    All Departments

**FROM:**                **Office of Procurement Services**

**SUBJECT:**            Contract for **STORM AND SEWER LINE CLEANING 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 **May 20, 2010 (Eff. 07/01/10)**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

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Wes Baysinger, Chief Procurement Officer  
**Office of Procurement Services**

**DW/mm**  
Attach

Copy to:                **Office of Procurement Services**  
                              **Gabriela Nesadurai, Flood Control District**

(Please remove Serial 05033-S from your contract notebooks)

**REDDI SERVICES, INC., 3025 W. WELDON, PHOENIX, AZ 85017**

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE SERVICES UNDER THIS CONTRACT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	0%

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

FUEL COMPRISES 0% OF TOTAL BID AMOUNT.

PRICING SHEET: NIGP CODE 91381

Title	Price	Unit
Clean storm culverts and drains 18" or larger - After Hours	\$132.00	hour
Clean storm culverts and drains 18" or larger - Normal Business Hours	\$104.50	hour
Full water truck with operator - After Hours	\$49.50	hour
Full water truck with operator - Normal Business Hours	\$49.50	hour
Labor for services not specified; outside the scope of the contract - After Hours	\$97.50	hour
Labor for services not specified; outside the scope of the contract - Normal Business Hours	\$65.00	hour
Labor rate to remove broken cable/hoses due to structural damage to lines - After Hours	\$97.50	hour
Labor rate to remove broken cable/hoses due to structural damage to lines - Normal Business Hours	\$65.00	hour
Mobilization charges for above services. Price includes first 100 feet - After Hours	\$65.00	job
Mobilization charges for above services. Price includes first 100 feet - Normal Business Hours	\$65.00	job
Mobilization/de-mobilization per Section 2.12 - After Hours	\$65.00	job
Mobilization/de-mobilization per Section 2.12 - Normal Business Hours	\$65.00	job
<b>Video Inspection (CCTV) Services (Four hour minimum) Normal Business Hours</b>	<b>\$175.00</b>	<b>hour</b>
<b>Video Inspection (CCTV) Services (Four hour minimum) After Hours</b>	<b>\$262.50</b>	<b>hour</b>

Terms: NET 30

Vendor Number: W000014058 X

Telephone Number: 602-385-5093

Fax Number: 602-254-3445

Contact Person: Alfredo Zapata

E-mail Address: [alfredo.zapata@reddiservices.com](mailto:alfredo.zapata@reddiservices.com)

Certificates of Insurance Required

Contract Period: To cover the period ending ~~June 30, 2013~~ **2016**.

**STORMWATER PROS, LLC VALLEY HYDROVAC, P.O. BOX 2989, GILBERT, AZ 85299**

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE SERVICES UNDER THIS CONTRACT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	0%

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

FUEL COMPRISES 8% OF TOTAL BID AMOUNT.

PRICING SHEET: NIGP CODE 91381

Title	Price	Price Eff. 7/1/13	Unit
4" through 8" - 0 - 400 ft. - After Hours	\$0.48	\$0.52	foot
4" through 8" - 0 - 400 ft. - Normal Business Hours	\$0.48	\$0.52	foot
4" through 8" - 2,001 - 10,000 ft. - After Hours	\$0.38	\$0.42	foot
4" through 8" - 2,001 - 10,000 ft. - Normal Business Hours	\$0.38	\$0.42	foot
4" through 8" - 401 - 2,000 ft. - After Hours	\$0.38	\$0.42	foot
4" through 8" - 401 - 2,000 ft. - Normal Business Hours	\$0.38	\$0.42	foot
8" through 12" - 0 - 400 ft. - After Hours	\$0.48	\$0.52	foot
8" through 12" - 0 - 400 ft. - Normal Business Hours	\$0.48	\$0.52	foot
8" through 12" - 2,001 - 10,000 ft. - After Hours	\$0.38	\$0.42	foot
8" through 12" - 2,001 - 10,000 ft. - Normal Business Hours	\$0.38	\$0.42	foot
8" through 12" - 401 - 2,000 ft. - After Hours	\$0.38	\$0.42	foot
8" through 12" - 401 - 2,000 ft. - Normal Business Hours	\$0.38	\$0.42	foot
Labor for services not specified; outside the scope of the contract - After Hours	\$120.00	\$135.00	hour
Labor for services not specified; outside the scope of the contract - Normal Business Hours	\$90.00	\$115.00	hour
Mobilization charges for above services. Price includes first 100 feet - After Hours	\$130.00	\$150.00	job
Mobilization charges for above services. Price includes first 100 feet - Normal Business Hours	\$100.00	\$125.00	job

**STORMWATER PROS, LLC VALLEY HYDROVAC, P.O. BOX 2989, GILBERT, AZ 85299**

**Added 04/03/14**

<b>Services</b>				
<b>Title</b>	<b>Normal Business Hours</b>	<b>After Hours</b>	<b>Description</b>	<b>Bidder Notes</b>
Video Inspection (CCTV) Services for 12" - 60" Diameter	\$125.00	\$155.00	<p>The pipes are mostly Reinforced Concrete Pipes ranging in size from 12" – 60" diameter and in length from 50' to 5300'. The desired contractors shall be capable of providing such services as follows:</p> <ol style="list-style-type: none"> <li>1. Videos of the pipeline inspections.</li> <li>2. Both a hard and digital copy of the PACP report for each pipe inspected.</li> <li>3. Database files from each inspection delivered in PACP format.</li> </ol> <p>Based on the required services listed in Section 2.16, please provide your Hourly Rates for these Services.</p> <p>The pipes are mostly Reinforced Concrete Pipes ranging in size from 12" – 60" diameter and in length from 50' to 5300'. The desired contractors shall be capable of providing such services as follows:</p>	This is a per hour cost for CCTV services
Video Inspection (CCTV) Services for Footage Video Taped Per Foot	\$0.33	\$0.42	Please provide your Video Inspection Service Rate for Footage Video Taped per Foot for any specific projects or necessary applications.	This is a per foot price for CCTV services
Additional Labor Rate for Services Outside the Scope of Work	\$135.00	\$150.00	Please provide your Labor Rate for Services that were not specified; any and all services that would fall outside the Scope of the contract.	Labor rate for other services

Terms: NET 30

Vendor Number: ~~W000017198~~ **2011000955 0**

Telephone Number: 480-926-1003

Fax Number: 480-813-~~3888~~ **9612**

Contact Person: ~~Todd Lorenzen~~ **Brig Christensen**

E-mail Address: ~~todd@saluarocontracting.com~~ [brig@stormwaterproslc.com](mailto:brig@stormwaterproslc.com)

Certificates of Insurance Required

Contract Period: To cover the period ending ~~June 30, 2013~~ **2016**.

**HOFFMAN SOUTHWEST CORPORATION, 4940 W WATKINS STREET, PHOENIX, AZ 85043**

COMPANY NAME: Hoffman Southwest Corp,  
 DOING BUSINESS AS (DBA) NAME: (dba) Professional Pipe Services  
 MAILING ADDRESS: 4940 W Watkins Street, Phoenix, AZ 85043  
 REMIT TO ADDRESS: 4940 W Watkins Street , Phoenix, AZ 85043  
 TELEPHONE NUMBER: 602.861.3944  
 FACSIMILE NUMBER: 602.861.1423  
 WEB SITE: www.pro-pipe.com  
 REPRESENTATIVE NAME: Jason Walborn  
 REPRESENTATIVE TELEPHONE NUMBER: 714.476.9534  
 REPRESENTATIVE E-MAIL: jwalborn@hswcorp.com

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

NET 30 DAYS

<b>Services</b>				
<b>Title</b>	<b>Normal Business Hours</b>	<b>After Hours</b>	<b>Description</b>	<b>Bidder Notes</b>
Video Inspection (CCTV) Services for 12" - 60" Diameter	\$200.00	\$200.00	The pipes are mostly Reinforced Concrete Pipes ranging in size from 12" – 60" diameter and in length from 50' to 5300'. The desired contractors shall be capable of providing such services as follows:  1. Videos of the pipeline inspections.  2. Both a hard and digital copy of the PACP report for each pipe inspected.  3. Database files from each inspection delivered in PACP format.  Based on the required services listed in Section 2.16, please provide your Hourly Rates for these Services.  The pipes are mostly Reinforced Concrete Pipes ranging in size from 12" – 60" diameter and in length from 50' to 5300'. The desired contractors shall be capable of providing such services as follows:	Bid Item 1 - \$200/hr. Includes traffic control, pipe-location/marketing services, 24-7 call center for emergencies, assessment-reporting, DVD or flash drive media, GIS map deliverables. This rate is applicable for the following technologies: Digital Pipe Inspection Scanning with 3D deliverable model, Laser inspection, Sonar inspection, Pipe Locating or traditional CCTV services.

**HOFFMAN SOUTHWEST CORPORATION, 4940 W WATKINS STREET, PHOENIX, AZ 85043**

Video Inspection (CCTV) Services for Footage Video Taped Per Foot	\$1.00	\$1.00	Please provide your Video Inspection Service Rate for Footage Video Taped per Foot for any specific projects or necessary applications.	Bid Item 2 - \$1.00/ft. Includes traffic control, pipe-location/marketing services, 24-7 call center for emergencies, assessment-reporting, DVD or flash drive media, GIS map deliverables. This rate is applicable for the following technologies: Digital Pipe Inspection Scanning with 3D deliverable model, Laser inspection, Sonar inspection, Pipe Locating or traditional CCTV services.
Additional Labor Rate for Services Outside the Scope of Work	\$250.00	\$250.00	Please provide your Labor Rate for Services that were not specified; any and all services that would fall outside the Scope of the contract.	Bid Item 3 - \$250/hr 24/7. Hydrovac pipeline cleaning and hydro-excavating services, including high pressure jetting, pump station cleaning, remote-location/portable-unit pipe cleaning and mechanical cleaning.

PRICING SHEET: NIGP CODE 91381

Vendor Number: 2011004710 0 **W000003085 X, W000002107 X**

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2016.**

**PIPELINE VIDEO INSPECTION LLC, 1616 W 31<sup>ST</sup> AVENUE, PHOENIX, AZ 85009**

COMPANY NAME: Pipeline Video Inspection, LLC.  
 DOING BUSINESS AS (DBA) NAME: AIMS/PVIC  
 MAILING ADDRESS: 1616 S 31ST AVE PHOENIX AZ 85009  
 REMIT TO ADDRESS: \_\_\_\_\_  
 TELEPHONE NUMBER: 6022370292  
 FACSIMILE NUMBER: 6022370294  
 WEB SITE: WWW.AIMS-PVIC.COM  
 REPRESENTATIVE NAME: GIOVANNA CALLEROS  
 REPRESENTATIVE TELEPHONE NUMBER: 6022370292 X 102  
 REPRESENTATIVE E-MAIL: GC@PVICAZ.COM

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

NET 30 DAYS

<b>Services</b>				
<b>Title</b>	<b>Normal Business Hours</b>	<b>After Hours</b>	<b>Description</b>	<b>Bidder Notes</b>
Video Inspection (CCTV) Services for 12" - 60" Diameter	\$195.00	\$245.00	<p><b>The pipes</b> are mostly Reinforced Concrete Pipes ranging in size from 12" – 60" diameter and in length from 50’ to 5300’. The desired contractors shall be capable of providing such services as follows:</p> <ol style="list-style-type: none"> <li>1. Videos of the pipeline inspections.</li> <li>2. Both a hard and digital copy of the PACP report for each pipe inspected.</li> <li>3. Database files from each inspection delivered in PACP format.</li> </ol> <p>Based on the required services listed in Section 2.16, please provide your Hourly Rates for these Services.</p>	This is a per hour cost for CCTV services

**PIPELINE VIDEO INSPECTION LLC, 1616 W 31<sup>ST</sup> AVENUE, PHOENIX, AZ 85009**

Video Inspection (CCTV) Services for Footage Video Taped Per Foot	\$0.60	\$0.80	Please provide your Video Inspection Service Rate for Footage Video Taped per Foot for any specific projects or necessary applications.	This is a per foot price for CCTV services
Additional Labor Rate for Services Outside the Scope of Work	\$195.00	\$245.00	Please provide your Labor Rate for Services that were not specified; any and all services that would fall outside the Scope of the contract.	Labor rate for other services

PRICING SHEET: NIGP CODE 91381

Vendor Number: 2011004704 0

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2016.**

## STORM AND SEWER LINE CLEANING SERVICES

### 1.0 INTENT:

The Intent of this Invitation for Bids is to provide a source for Storm and Sewer Line Cleaning using high pressure hydro-jetting. This contract is to cover both semi-annual cleaning and line unplugging for storm and sewer pipe over 4" I.D. (The County utilizes another contract for pipe 4" and under).

The primary user of this contract will be the Maricopa County Department of Transportation (MCDOT). Facilities Management will use this contract to provide service for main lines at various building locations. Other County Departments may also use this contract.

Other governmental entities under agreement with the County may have access to services provided hereunder (see also Sections 2.18 and 2.19, below).

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.

The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

### 2.0 SCOPE OF SERVICES:

2.1 The Contractor, upon request from Maricopa County shall perform hydro-jetting and vacuuming of loosened material from sanitary sewers and storm drain lines. This service to be all inclusive, that is, the labor rate bid shall include all materials, tools, equipment, labor, supervision, transportation, and trip charges.

2.2 Normal business hour service shall be provided to the County between the hours of 8:00 A.M. and 5:00 P.M., Monday through Friday, excluding County holidays. Service calls performed outside of these time parameters shall be considered after hours. Contractor shall be notified by a County representative as to the location of the sewer line. The Contractor shall respond within four (4) hours on site after receiving the service call for both business hours and after hours. If an emergency request, response time shall be within two (2) hours on site of notification from a County representative.

2.3 At the County agency's option, pre-set schedules may be established for quarterly and semi annual cleaning.

2.4 The equipment should be truck mounted for easy access to various locations within Maricopa County.

2.5 The water hydro-jet shall be capable of 2000 PSI maximum and up to 100 gallon per minute of water flow at the nozzle.

2.6 Vacuum shall be a twenty-seven (27) inch fan (or equivalent) configuration due to the requirement of removing large quantities of material from storm drain lines.

2.7 The water tank shall be capable of a carrying capacity of 1500 gallons and a debris box with a minimum capacity of 6 cubic yards. The County shall provide water or a source for water for any job requiring greater than 1500 gallons to complete.

2.8 The Contractor shall vacuum debris from manholes, sediment basins, and dry wells and remove the debris from County property.

2.9 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 removal of Contractor's damaged equipment

caused by structural defects (broken and/or out of alignment) in a line. In this case, the County will pay for labor to remove broken cables/hoses, but not to repair or the replacement of damaged equipment. The Contractor must exercise caution when hydro-jetting any line. A belly in a storm/sewer line is not considered broken/damaged.

~~2.10 The Contractor is responsible for the safe removal and disposal of all debris in accordance with all Federal, State and local codes, regulations and statutes.~~

~~2.11 The Contractor is responsible for the cost of required permits and the disposal of the waste debris.~~

**2.12 Disposal of Waste Debris:**

**2.12.1 The Contractor is responsible for the safe removal and disposal of all debris in accordance with all Federal, State and local codes, regulations and statutes.**

**2.12.2 Contractor shall be responsible to accurately record transport activity via shipping manifests. This information shall be provided to the County and shall conform to EPA DOT manifest forms for non-hazardous or hazardous waste, as appropriate. The manifest MUST accompany each invoice.**

**2.12.3 The Contractor is responsible for the cost of required permits and the disposal of the waste debris.**

**2.12.4 Contractor shall not mix hazardous materials waste with the County's non-hazardous waste. If mixing occurs, the Contractor assumes all liability and shall assume all applicable costs. Additionally, the contractor shall not mix wastes from others with County wastes (the exception is when disposing at an approved disposal facility).**

**2.12.5 Disposal fees (user fees) including testing fees from the disposal will be paid by the Contractor and billed back to the County as part of the service cost without mark-up. Cost increases will be allowable on disposal fees only if supported by documentation. Copies of profile testing results must be included as part of the documentation.**

**2.12.6 Copies of disposal fee documentation must be attached to each invoice. Failure to provide the documentation will cause all fee charges AND service charges to be held back. AS THE DISPOSAL MANIFEST IS AN EPA REQUIREMENT, CONTINUED FAILURE TO PROVIDE SUCH MAY RESULT IN DEFAULT OF CONTRACT.**

2.13 The cost of travel shall be included in the bid price. Travel charges are not allowed except as follows:

For MCDOT maintained roadways as defined in §2.13, one (1) hour mobilization and one (1) hour de-mobilization may be charged for work at a location outside a 35-mile radius from the Durango Complex.

2.14 Maricopa County Roadways:

2.14.1 Clean the MCDOT maintained roadway storm culverts and drains, sediment basins, and dry wells (18' deep) on an as needed basis as determined by MCDOT.

2.14.2 MCDOT will contact the contractor to schedule and provide location(s) of storm culverts and drains to be cleaned.

2.14.3 The equipment is specified on the pricing page. All equipment shall come with an experienced operator.

2.15 **Video Inspection (CCTV):**

- 2.15.1 **Video inspection of earthen dam outlet pipes to locate any cracks, joint separation, displacement, loss or corrosion of joint material, blockage and holes in pipe.**
- 2.15.2 **Inspection services to include CCTV Truck, operator, laborer, safety equipment, and all necessary supplies.**

2.16 **Additional CCTV Inspection Services:**

2.16.1 **This section covers the Work required to perform closed-circuit television (CCTV) inspection and assessment of the pipes as indicated. The inspection and assessment will be performed, at a minimum, in accordance with the Pipeline Assessment Certification Program (PACP) of NASSCO.**

2.16.2 **The Subcontractor shall furnish all labor, materials, and equipment necessary for the CCTV inspection, and condition assessment of the pipes. CCTV equipment shall be capable of providing a quality CCTV inspection and record of the pipe, and any features, anomalies, or defects identified regardless of pipe material. Must allow County employee to be present inside camera truck during video inspection to view video inspection process and provide direction when anomalies are encountered.**

2.16.3 **BYPASS**

2.16.3.1 **[Insert requirements if required to facilitate inspection]**

2.16.4 **SUBMITTALS**

2.16.4.1 **Action Submittals: Catalog and manufacturer’s data sheets for television equipment.**

2.16.4.2 **Informational Submittals:**

2.16.4.2.1 **Traffic control plan.**

2.16.4.2.2 **Look-ahead inspection schedules, minimum of 7 days in advance of the Work.**

2.16.4.2.3 **Initial first days’ CCTV inspection DVDs and inspection logs within 24 hours of start of CCTV inspection.**

2.16.4.2.4 **Certification that staff to be used for the Work is properly trained in confined space entry and hazardous atmospheres.**

2.16.4.2.5 **Certification that equipment and staff meet NASSCO’s PACP pipe inspection standards and are currently certified by NASSCO to perform pipe inspections.**

2.16.5 **QUALITY ASSURANCE**

2.16.5.1 **Qualifications:**

2.16.5.1.1 **Contractor: Performed work successfully for at least three other projects, within last 2 years, with pipe lengths and pipe diameters similar to this Project.**

2.16.5.2 **Pre-startup Meeting: At least 5 days prior to beginning CCTV inspection work, schedule with Owner and Engineer to review proposed storm drain**

flow bypassing/dewatering plan, traffic control plans, cleaning inspection methods.

2.16.5.3 **Submit DVDs and logs for quality review and comment to Owner and Engineer within 24 hours after the first days' work is completed. Submit disc and logs on a routine basis within 7 days after completing each DVD. Picture quality and definition shall be to the satisfaction of Owner and Engineer. Inspection equipment that fails to produce satisfactory inspection quality shall be removed.**

2.16.5.4 **CCTV inspection will follow NASSCO's PACP guidelines.**

## 2.16.6 **NOTIFICATIONS**

2.16.6.1 **Notify Owner and Engineer:**

2.16.6.1.1 **A minimum of 5 days prior to the anticipated commencement of inspections in any one area and 24 hours in advance of actual start.**

2.16.6.1.2 **When obstruction, restricting flow in pipeline, is discovered.**

2.16.6.1.3 **If depth of flow in pipeline exceeds 25 percent of pipe diameter.**

2.16.6.1.4 **If conditions for CCTV inspection are found to be unsafe or impractical.**

2.16.6.1.5 **Pipe configuration in field is different than shown on maps. Notification shall include diagram clearly indicating location of structure in relation to immediately adjacent structures.**

2.16.6.1.6 **Unsafe or impractical conditions for manual (walk-through) inspections.**

## 2.16.7 **USE OF INSPECTION RECORDS**

2.16.7.1 **Internal inspection data will be used by the Contractor, and verified by the Engineer to determine any potential conflicts with the rehabilitation technique proposed for this project. The CCTV data may be used for the following:**

2.16.7.1.1 **Cleaning prior to rehabilitation.**

2.16.7.1.2 **Identification of pipeline condition that makes rehabilitation unsuitable and requires repair of the pipe.**

2.16.7.1.3 **Establish the size and location of storm lateral pipes.**

2.16.7.1.4 **Confirm pipeline diameters, ovality factors, bypass requirements and other information that may be required by the Contractor to complete rehabilitation.**

2.16.7.1.5 **Final acceptance of Project.**

2.16.8 **PRODUCTS / EQUIPMENT**

2.16.8.1 **Inspection Equipment:**

2.16.8.1.1 **Monitoring Studio:**

2.16.8.1.1.1 **Temperature controlled.**

2.16.8.1.1.2 **Size: Sufficient to allow seating for two people in addition to operating technician.**

2.16.8.1.1.3 **Secure cable, chains, and other devices used with camera so as not to obstruct camera view or otherwise interfere with proper documentation of storm drain conditions.**

2.16.8.1.2 **Television Monitor:**

2.16.8.1.2.1 **Locate in monitoring studio.**

2.16.8.1.2.2 **Color video picture.**

2.16.8.1.2.3 **Resolution capability of no less than 350 lines.**

2.16.8.1.2.4 **Continuous display during survey:**

2.16.8.1.2.4.1 **Date of survey.**

2.16.8.1.2.4.2 **Number designation of structure being surveyed.**

2.16.8.1.2.4.3 **Continuous forward and reverse readout of camera distance from the reference manhole.**

2.16.8.1.3 **Cables: 600 feet long, minimum.**

2.16.8.1.4 **Power source.**

2.16.8.1.5 **Lights.**

2.16.8.1.6 **Television Camera:**

2.16.8.1.6.1 **Resolution capability: Minimum of 460 lines of horizontal resolution and 400 lines of vertical resolution.**

2.16.8.1.6.2 **360-degree rotation and 270-degree pan and tilt unit, with adjustable supports specifically designed and constructed for operation in connection with pipe inspection. Lights shall be mounted on and turn in the direction of the camera head.**

2.16.8.1.6.3 **65-degree viewing angle, minimum, and either automatic or remote focus and iris controls.**

**Remote control adjustment for focus and iris shall be located in the monitoring studio.**

- 2.16.8.1.6.4 **Operative in 100 percent humidity conditions.**
- 2.16.8.1.6.5 **Mount on skid, sized for each pipe diameter, or self-propelled.**
- 2.16.8.1.6.6 **Equip with tag line suitable for pulling camera backwards.**
- 2.16.8.1.6.7 **Ability to achieve proper balance of tint and brightness.**
- 2.16.8.1.6.8 **Equip with winch, power winch, TV cable, powered rewind, or other devices used to move camera through pipe.**
- 2.16.8.1.6.9 **Focal Distance: Adjustable through range from 6 inches to infinity.**
- 2.16.8.1.6.10 **Camera Lighting:**
  - 2.16.8.1.6.10.1 **Minimize reflective glare.**
  - 2.16.8.1.6.10.2 **Remote variable intensity control.**
  - 2.16.8.1.6.10.3 **Lighting quality to provide clear, in-focus picture of entire inside periphery of pipe.**
- 2.16.8.1.6.11 **Sufficient for 60-inch pipe diameter.**
  - 2.16.8.1.6.11.1 **Remote Reading Footage Counter:**
  - 2.16.8.1.6.11.2 **Accuracy: 0.2 of a foot over length of section being inspected.**
  - 2.16.8.1.6.11.3 **Mounted over television monitor.**
  - 2.16.8.1.6.11.4 **Marking on cable will not be allowed.**
  - 2.16.8.1.6.11.5 **Calibration: Each day prior to setup.**
- 2.16.8.1.6.12 **Camera height shall be adjustable and set to the elevation (approximately mid height) to provide full view of entire circumference of pipe.**

2.16.9 **RECORDING OF DOCUMENTATION**

2.16.9.1 **Media:**

2.16.9.1.1 **DVD-R.**

2.16.9.1.2 **DVD disc must be recorded in format compatible with standard DVD video players.**

2.16.9.1.3 **Opening Screen:**

2.16.9.1.3.1 **Date of inspection.**

2.16.9.1.3.2 **Pipe structure identification number.**

2.16.9.1.3.3 **Upstream and downstream node identification numbers.**

2.16.9.1.3.4 **Pipe size.**

2.16.9.1.3.5 **Normal (upstream to downstream) or reverse (downstream to upstream) pull.**

2.16.9.1.4 **Continuous View:**

2.16.9.1.4.1 **Current distance along reach (video counter footage).**

2.16.9.1.4.2 **Do not include pipe structure identification number along active**

2.16.9.1.4.3 **DVD (only on opening screen).**

2.16.9.1.5 **Audio:**

2.16.9.1.5.1 **Description of inspection setup, including related information from log form.**

2.16.9.1.5.2 **Unusual conditions.**

2.16.9.1.5.3 **Operation changes (e.g., remove obstruction and restart inspection at footage prior to obstruction removal).**

2.16.9.1.5.4 **Verbal description and location of each defect.**

2.16.9.1.5.5 **Verbal description and location of each service connection.**

2.16.9.1.6 **Video Labeling:**

2.16.9.1.6.1 **Provide typed label on outside cover of the DVD that indicates the following:**

2.16.9.1.6.1.1 **Name of Owner.**

2.16.9.1.6.1.2 **Project Title.**

2.16.9.1.6.1.3 **Date of Inspection.**

2.16.9.1.6.1.4 **Inspection Company.**

2.16.9.1.6.1.5 **DVD Number.**

2.16.9.1.6.2 **Provide printed label on inside face of DVD that indicates pipe structure identification numbers covered by DVD.**

2.16.9.1.7 **External Hard Drive:**

2.16.9.1.7.1 **Upon completion of CCTV inspection, all inspection data shall be transferred to external hard drive of sufficient capacity and compatibility with Owner's equipment. The codec required for proper playback of the video file must be included on the external hard drive.**

2.16.9.2 **Still Photographs:**

2.16.9.2.1 **Provide digital photographs showing defect whenever defect is encountered that interrupts completion of inspection (i.e., collapsed pipe, deformed pipe, severe offset joints, heavy debris or roots).**

2.16.9.2.2 **Provide printed label on front of photograph with structure identification number, footage (if not visible on photograph), and defect type.**

2.16.9.2.3 **Digital Camera: Minimum 3.2 megapixels.**

2.16.10 **EXECUTION**

2.16.10.1 **GENERAL**

2.16.10.2 **Complete applicable Work specified in Section 200, Pipeline Cleaning, prior to starting CCTV inspection work.**

2.16.10.3 **Playback equipment shall be readily accessible in the monitoring studio for onsite review by Owner and Engineer during execution of the Work.**

2.16.10.4 **Look-Ahead Schedule: Prepare and submit at least 21 days in advance, identifying areas to be investigated during coming week. Schedules shall include structure numbers, street locations, and dates.**

2.16.10.5 **Structures will be identified as shown on Construction Drawings. If pipe or structure is not shown or listed, identify by upstream structure with a letter designation added starting with "A" for each unidentified structure on each pipe segment.**

2.16.10.6 **When non-remote powered and controlled winches are used to pull television camera through line, telephones, radios, or other suitable means of communication shall be provided between the two manholes to ensure that adequate communications exist between crewmembers.**

2.16.10.7 **INSPECTION**

2.16.10.7.1 **Video Recording:**

- 2.16.10.7.2 Set camera so axis is at centerline of pipe.
- 2.16.10.7.3 Show continuous footage reading on DVD image. Place onscreen where it is clearly visible (e.g., if black font, do not place on dark background, if white font, do not place on light background). Place high enough on screen to be visible on image when using a VHS player.
- 2.16.10.7.4 Viewing shall be in direction of flow, except while camera is being used in a reverse setup. Inspection shall proceed from upstream to downstream, unless prohibited by an obstruction.
- 2.16.10.7.5 If upstream (or reverse) setup is required, establish new inspection run separate from downstream (or normal) setup. Inspection video for both downstream and upstream runs shall be shown consecutively on same DVD.
- 2.16.10.7.6 Keep camera lens clean, and clear. If material or debris obscures image or causes reduced visibility, clean or replace lens prior to proceeding with recording operation.
- 2.16.10.7.7 Camera lens shall remain above visible water level and may submerge only while passing through clearly identifiable line sags (or vertical misalignments). If flow exceeds 25 percent of diameter, such that camera lens becomes obscured, inspection shall be stopped until flow subsides. If necessary, reschedule CCTV operation. Surcharging (and flooding of camera lens) is not an excusable condition if it has been artificially created upstream, i.e., placement of flow plugs or freshwater flushing in pipe.
- 2.16.10.7.8 Record inside of each lateral, and connection of lateral to pipeline.
- 2.16.10.7.9 Recordings shall clearly show cracks and fractures, and their severity, in addition to obvious features, i.e., laterals and joints.
- 2.16.10.7.10 Immediately report obstructions that restrict flow and cause inspection to be interrupted to Owner and Engineer. Document condition with still photograph, and begin inspections of other pipelines.
- 2.16.10.7.11 **Camera Operation:**
  - 2.16.10.7.11.1 Speed: 30 feet per minute, maximum, during inspection.
  - 2.16.10.7.11.2 Stop, for a minimum of 5 seconds, at every lateral, broken pipe, or other defect or adversity.
  - 2.16.10.7.11.3 Pan entire diameter or area of pipe at each defect.
  - 2.16.10.7.11.4 Lens, lighting, and focus shall be readjusted in order to ensure clear, distinct, and properly lighted image of defect.

- 2.16.10.7.12 **Insert 5-second blank space between line segments to clearly mark end of one televised line and beginning of another.**
- 2.16.10.7.13 **Loss of color or severe red or green color will be cause for rejection of inspection.**
- 2.16.10.7.14 **Recordings shall be without distortion or outside interference.**
- 2.16.10.7.15 **Line segments shall be televised complete from structure-to-structure on same DVD in continuous run. Video must clearly show camera starting and ending at structure, unless defect does not allow it. Do not perform partial televising on one DVD and then complete run on another DVD. If line is partially televised, due to excusable condition, i.e., collapsed line, televised length shall be viewed by Owner and Engineer for acceptability.**
- 2.16.10.7.16 **View of entire line segment, structure-to-structure needs to exist on DVD in order to be acceptable. If a portion of line is unacceptable, entire segment shall be deemed unacceptable and shall be re-televised.**
- 2.16.10.7.17 **Instant developing from video image, digital, standard-size photographs illustrating significant defects shall be taken and submitted to Owner and Engineer. Photographs or images shall clearly indicate pipe structure identification number, footage (if not shown on photograph), and defect code.**
- 2.16.10.7.18 **Owner and Engineer may accept physical inspection that does not adhere to minimum standards if adverse conditions are encountered and re-inspection is not advised. In such a case, enough data shall be provided to permit accurate assessment.**
- 2.16.10.8 **Measurement:**
  - 2.16.10.8.1 **Record in English units.**
  - 2.16.10.8.2 **Obtain pipe diameter by physical measurement in upstream (or downstream) access structure.**
  - 2.16.10.8.3 **Verify pipe material (e.g., RCP, VCP, and CMP) and surface lengths between manholes.**
  - 2.16.10.8.4 **Use calipers or measuring rod to determine diameter of inlet and outlet pipe.**
  - 2.16.10.8.5 **Footage measurements shall begin at centerline of upstream manhole, unless Owner and Engineer approves otherwise.**
  - 2.16.10.8.6 **Continuous Footage Readings:**
    - 2.16.10.8.6.1 **Use to identify location of defects.**
    - 2.16.10.8.6.2 **Accurate to within plus or minus 2 percent tolerance.**
    - 2.16.10.8.6.3 **Defect identifications are to be called out and recorded to the nearest 1 foot.**

- 2.16.10.8.6.4 **Line segment recording will be unacceptable if continuous footage meter is inaccurate, or identified defects or features leave doubt as to accuracy of locations or total length.**
- 2.16.10.8.7 **For measurement of distance to defects, attach marker flag to top of camera yoke. Measurements recorded in log shall be zeroed in alignment with marker rather than camera itself. Measurement shall be zeroed after each segment inspected.**
- 2.16.10.8.8 **Check accuracy of measurement meters daily by use of walking meter, roll-a-tape, or other suitable device.**
- 2.16.10.9 **Manual Inspections:**
  - 2.16.10.9.1 **May be used for pipes 60 inches and larger where conditions allow inspection crew to safely walk through pipe. Provide specific reasons if manual inspections are impractical or unsafe. Use remote inspection methods for those lines.**
  - 2.16.10.9.2 **Personnel shall be trained in confined space entry and hazardous atmospheres in accordance with current OSHA requirements.**
  - 2.16.10.9.3 **A confined space entry procedure shall be developed by Contractor.**
  - 2.16.10.9.4 **Confined space entry procedure shall address hazards associated with space and control measures that shall be implemented in order to protect employees during inspection activities.**
  - 2.16.10.9.5 **Provide site specific training for all personnel working on Project prior to starting manual inspections. Provide accommodations and site specific training for Owner and Engineer.**
  - 2.16.10.9.6 **Submit training and inspection plan at least 7 days prior to the starting manual inspections.**
  - 2.16.10.9.7 **Transmit video signal to aboveground monitoring studio to permit Owner and Engineer to watch inspection work live on color monitor. In addition, maintain direct voice communication between Engineer, in- pipe inspection personnel, and recording technician in aboveground unit during inspection work. Video recording equipment shall be located in inspection truck.**
  - 2.16.10.9.8 **Accurate, continuous, footage readings shall be superimposed on video recording of permanent record.**
  - 2.16.10.9.9 **Camcorders shall not be permitted for use as sole means of obtaining video records.**
  - 2.16.10.9.10 **Use video camera to inspect laterals that are connected to main line being inspected. Conditions noted in laterals shall be noted on inspection log and DVD.**

2.16.10.9.11 **Take digital color photographs as instructed by Owner and Engineer, or as deemed necessary by in-pipe technician.**

2.16.10.10 **DOCUMENTATION**

2.16.10.10.1 **Work Product:**

2.16.10.10.1.1 **DVD discs, completed inspection log sheets, photographs, corrected inventories, inspection summaries, external hard drive(s) and final report.**

2.16.10.10.1.2 **Inspection Log Sheet:**

2.16.10.10.1.2.1 **In format consistent with Information Inventory Management System, an example format is attached at end of this section.**

2.16.10.10.1.2.2 **Complete one log for each manhole-to-manhole section of pipe. Provide separate logs for normal and reverse setups of same segment.**

2.16.10.10.1.2.3 **Other data of significance, including those defects listed on table at end of this section shall be recorded on DVD.**

2.16.10.10.1.2.4 **Subject to audits against DVDs.**

2.16.10.10.1.3 **Originals shall be maintained onsite throughout Project, and copy shall be submitted to Owner and Engineer at end of each week.**

2.16.10.10.2 **Weekly Inspection Summary:**

2.16.10.10.2.1 **Prepare one page summary for each completed DVD. List tape numbers and segments on DVD, including pipe structure identification number, date of inspection, upstream and downstream node identification number, and reverse setup.**

2.16.10.10.2.2 **Attach summary to original corresponding DVD, inspection log, and still photograph.**

2.16.10.10.2.3 **Still photographs shall correctly identify grid number, structure identification number, and associated defect code. If not shown on photograph, indicate footage location where photo was taken.**

2.16.10.10.3 **Final Report:**

2.16.10.10.3.1 **Tabular Summary:**

2.16.10.10.3.1.1 **Segments inspected in numerical order by structure identification number, including information for each structure.**

2.16.10.10.3.1.2 **Submit in electronic format (Microsoft Excel, or Microsoft Access) and hard copy.**

2.16.10.10.3.1.3 **Provide a hard and digital copy of the PACP report for each pipe inspected.**

2.16.10.10.3.2 **Still photographs taken shall be properly displayed and labeled on 8-1/2-inch by 11-inch paper for inclusion in final report.**

2.16.10.10.3.3 **Electronic files consisting of digital photos (JPEG files) shall be provided on CD-ROM and each file shall be named according to pipe structure identification number.**

2.16.10.10.3.4 **Recommended Supplemental Inspection Services**

2.16.10.10.3.5 **GIS Inspection Integration**

2.16.10.10.3.6 **Laser Profiling Inspection**

2.16.10.10.3.7 **Sonar Profiling Inspection**

2.17 **WORK SITE TRAFFIC CONTROL:**

2.16.1 Contractor shall follow the requirements of the most current publication of the Manual on Uniform Traffic Control Devices (MUTCD), pertaining to any lane closures, traffic rerouting, shoulder work or any other application while providing services under this Contract.

2.18 **INVOICES AND PAYMENTS:**

2.18.1 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)
- Description of Purchase (product or services)
- Pricing per unit of purchase
- Extended price
- Arrival and completion time (if applicable)
- Total Amount Due

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

2.18.3 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 fillable PDF document ([www.maricopa.gov/finance/](http://www.maricopa.gov/finance/)).

2.18.4 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.

2.19 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.

2.20 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.

2.21 FUEL COST PRICE ADJUSTMENT:

2.21.1 This provision provides for limited increased or decreased costs of motor fuels (fuels) used to perform services under this Contract. This provision does not apply to burner fuel (i.e. propane, natural gas, fuel oil, used motor oil). It applies to motor fuel only. Fuel cost adjustments may be either positive or negative. A positive fuel cost adjustment will result in an increase in payments to Contractor while a negative fuel cost adjustment will result in a decrease in payments to Contractor.

2.21.2 This provision is intended to minimize risk to both parties to this Contract due to fuel cost fluctuations that may occur during the term of this Contract. This provision is not designed to estimate actual quantities of fuel used in providing services under this Contract, but to provide a reasonable basis for calculating a fuel cost adjustment based on average conditions.

2.21.3 Application of this provision will come into effect upon Contractor submittal of a fuel cost adjustment request. A request may be submitted only when the increased cost of fuel, established as a percentage of total contract price (base fuel cost) upon award of this Contract, exceeds ten (10%) percent of the base fuel cost. The Contractor may request a fuel surcharge no more than four (4) times annually, during the month(s) of March, June, September and December. The request must be submitted no later than the tenth (10<sup>th</sup>) of the month. Any surcharge shall be effective the first of the following month after receipt and approval. The date of County approval of a fuel cost adjustment request shall become the base date for any future Contractor adjustment requests.

2.21.4 Contractor shall include, as part of its price bid, the percentage of total contract price fuel represents (e.g., fuel cost equals 10% of Contractor cost) (see also, Attachment A,

Prices). This percentage will represent and establish the base fuel cost for this Contract. The base fuel cost shall be established as the due date for submission of proposals for this Contract. All subsequent fuel cost adjustments shall be based upon the date the County approves a Contractor's request for fuel cost adjustment (e.g. fuel cost adjustment approved by County on January 1, 2006, January 1, 2006 becomes base date for any next Contractor request for adjustment).

2.21.5 Fuel Cost Application Requirement. The Contractor must provide documentation including type of motor fuel and fuel invoices with price of the fuel used in providing services under this Contract, from the month bids were due and the month of the cost adjustment request, with any fuel cost adjustment application. The fuel cost adjustment application must be completed with all applicable data, and signed by the Contractor.

2.21.6 The fuel surcharge shall be based on the current quarterly index of the West Coast (PADD5) Diesel (On-Highway)-All Types or Reformulated Areas Gasoline compared to the previous quarterly index period as reported on the Energy Information Administration (EIA) website: <http://www.eia.doe.gov/>

2.21.7 The computation of the fuel surcharge amount shall be determined as follows:

2.21.7.1 The fuel cost component from Attachment A (Pricing) of the Contract with Maricopa County, multiplied by the percent of change indicated by the EIA report from the previous index period.

2.21.7.2 Upon agreement by the County to the surcharge, the County shall issue written approval of the change prior to any adjusted invoicing submitted for payment.

2.21.7.3 The surcharge shall be added as a separate line item to the invoice.

2.22 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.

2.23 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 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** 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 annual anniversary date. 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 A+. 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 \$1,000,000 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 Workers' Compensation:
- 3.5.11.1 **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.**
- 3.5.11.2 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.

3.5.12 Certificates of Insurance.

3.5.12.1 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.

3.5.12.1.1 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.

3.5.12.1.2 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.

3.5.13 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 PROCUREMENT CARD ORDERING CAPABILITY:

County may determine to use a procurement card that may be used from time-to-time, to place and make payment for orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.7 INTERNET ORDERING CAPABILITY:

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

3.8 ORDERING AUTHORITY.

3.8.1 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).

3.8.2 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.

3.8.3 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.

3.8.4 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.

3.9 REQUIREMENTS CONTRACT:

- 3.9.1 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.
- 3.9.2 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.
- 3.9.3 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.

3.10 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

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

3.11 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.

3.12 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.

3.13 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.

3.14 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.

3.15 ADDITIONS/DELETIONS OF SERVICE:

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.

3.16 SUBCONTRACTING:

3.16.1 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.

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

3.17 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.

3.18 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to a 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 longer. The County, Federal or State auditors and any other persons duly authorized by the County shall have full access to, and the right to examine, copy and make use of, any and all said materials.

3.19 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.

3.20 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.

3.21 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.

**3.22 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.

**3.23 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.

**3.24 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

3.24.1 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:

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

3.24.1.2 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;

3.24.1.3 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

3.24.1.4 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.

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

3.24.3 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.

**3.25 ALTERNATIVE DISPUTE RESOLUTION:**

3.25.1 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:

- 3.25.1.1 Render a decision;
- 3.25.1.2 Notify the parties that the exhibits are available for retrieval; and
- 3.25.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).
- 3.25.2 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.
- 3.25.3 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.
- 3.26 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:
  - 3.26.1 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. 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. I-9 forms are available for download at USCIS.GOV.
  - 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 department of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.
- ~~3.27 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:~~
  - ~~3.27.1 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.~~
  - ~~3.27.2 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 department of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.~~

3.28 CONTRACTOR LICENSE REQUIREMENT:

- 3.28.1 The Respondent shall procure all permits, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his business. The Respondent shall keep fully informed of existing and future Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same.
- 3.28.2 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
- 3.28.3 licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

3.29 INFLUENCE

**As prescribed in MC1-1202 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct, may be grounds for Disbarment or Suspension under MC1-902. An attempt to influence includes, but is not limited to:**

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

**If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.**

3.30 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.**

3.31 POST AWARD MEETING:

The Contractor may be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of this Contract. This meeting will be coordinated by the Procurement Officer of the Contract.