

SERIAL 16116 S

WATER WELL, HVAC PUMP, MOTOR REPAIR, OVERHAUL AND REPLACEMENT

DATE OF LAST REVISION: May 26, 2016

CONTRACT END DATE: May 31, 2017

CONTRACT PERIOD THROUGH MAY 31, 2016

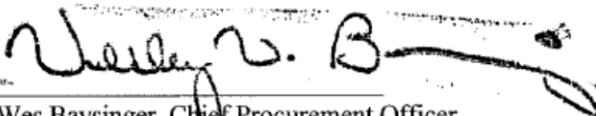
TO: All Departments

FROM: Office of Procurement Services

SUBJECT: Contract for **WATER WELL, HVAC PUMP, MOTOR REPAIR, OVERHAUL AND REPLACEMENT**

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 26, 2016**.

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

LA/at
Attach

Copy to: Office of Procurement Services
Don Jeffrey, FMD

(Please remove Serial 10019-S from your contract notebooks)

SMYTH INDUSTRIES, INC., 4010 E. ILLINOIS ST., TUCSON, AZ 85716

(1ST CALL)

SERIAL 16116-S

NIGP CODE: 91082

RESPONDENT NAME: Smyth Industries, Inc.

COUNTY VENDOR NUMBER : 2011003983 0

ADDRESS: 4010 E Illinois St., Tucson, AZ 85716

P.O. ADDRESS: _____

TELEPHONE NUMBER: 520-750-8719

FACSIMILE NUMBER: 520-750-9544

WEB SITE: www.smythindustries.com

REPRESENTATIVE: Don Sawade

REPRESENTATIVE E-MAIL: don@smythindustries.com

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE SERVICES UNDER THIS CONTRACT:	[x]	[]	

WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[]	[x]
---	-----	-------

PAYMENT TERMS:
 NET 30 DAYS

GROUP 1					
PUMPS ONLY, PUMP AND MOTOR COMBINATION UNITS					
Title	Price (Labor)			UofM	Description
	During Business Hours	After Business Hours	Weekend and Holiday Hours		
Field Repairs	\$ 95.00	\$ 110.00	\$ 135.00	hour	
Pump Rig with (1) Operator and (2) Helpers	\$ 220.00	\$ 265.00	\$ 385.00	hour	
Crane with (1) Operator and (2) Helpers	\$ 175.00	\$ 220.00	\$ 275.00	hour	
Service Truck with (1) Electrician/Technician	\$ 110.00	\$ 125.00	\$ 140.00	hour	
Shop Repairs	\$ 65.00	\$ 80.00	\$ 110.00	hour	

PUMPS ONLY, PUMP AND MOTOR COMBINATION UNITS (Parts, etc)			
Title	Price	UofM	Description
Pump, New	20		Cost Plus Percentage
Pump and Motor Combination Units	20	each	Cost Plus Percentage
Pump components, parts, belts, etc.	20	each	Cost Plus Percentage
Return Charges	15	each	Cost Plus Percentage

GROUP 2					
ELECTRIC MOTORS					
Title	Price (Labor)			UofM	Description
	During Business Hours	After Business Hours	Weekend and Holiday Hours		
Field Repairs	\$ 95.00	\$ 110.00	\$ 125.00	hour	
Pump Rig with (1) Operator and (2) Helpers	\$ 210.00	\$ 255.00	\$ 375.00	hour	
Crane with (1) Operator and (2) Helpers	\$ 175.00	\$ 220.00	\$ 275.00	hour	
Service Truck with (1) Electrician/Technician	\$ 110.00	\$ 125.00	\$ 140.00	hour	
Shop Repairs	\$ 95.00	\$ 110.00	\$ 125.00	hour	

ELECTRIC MOTORS (Parts, etc)			
Title	Price	UofM	Description
Electric motors, new, Cost plus:	20	each	Cost Plus Percentage
Electric motor components, parts, belts, etc. Cost plus:	20	each	Cost Plus Percentage
Return charges:	15	each	Cost Plus Percentage

GROUP 3					
WATER WELL REPAIR, INSPECTION AND DRILLING					
Title	Price (Labor)			UofM	Description
	During Business Hours	After Business Hours	Weekend and Holiday Hours		
Drilling Rig rate (Cable or Rotary):	\$ 220.00	\$ 250.00	\$ 325.00	hour	Up to 1,000 ft. depth Well drilling (deepening existing well), Rehabilitation, Brushing, Swabbing, etc. (Includes labor for up to a (3) man crew.)
Mobilization, demobilization, equipment, materials and labor	\$2,200.00	\$2,500.00	\$3,200.00	job	Labor for up to a three (3) man crew.
Shop Repairs	\$ 100.00	\$ 115.00	\$ 140.00	hour	Covers all shop work , machine work, etc. associated with Group 3 services

SMYTH INDUSTRIES, INC., 4010 E. ILLINOIS ST., TUCSON, AZ 85716

GROUP 3 CON'T			
WATER WELL REPAIR, INSPECTION AND DRILLING (Other services, only during business hours)			
Title	Price	UofM	Description
Color Video Recording (for inspection purposes)	\$ 1,000.00	job	Per Video
WATER WELL REPAIR, INSPECTION AND DRILLING (Parts, etc.)			
Title	Price	UofM	Description
Well components, parts	20	each	Cost Plus Percentage

PRICING SHEET: NIGP CODE(S) 03167, 07549, 72084 and 91082

Terms: NET 30

Vendor Number: 2011003983 0

Certificates of Insurance Required

Contract Period: To cover the period ending **May 31, 2017.**

WEBER WATER RESOURCES, LLC, 16825 S. WEBER DRIVE, CHANDLER, AZ 85226

(2nd CALL)

SERIAL 16116-S

NIGP CODE: 91082

RESPONDENT NAME: Weber Water Resources, LLC

COUNTY VENDOR NUMBER : W000002150 x

ADDRESS: 16825 S. Weber Drive, Chandler, AZ 85226

P.O. ADDRESS: _____

TELEPHONE NUMBER: 480-961-1141

FACSIMILE NUMBER: 480-961-0290

WEB SITE: Weberwaterresources.com

REPRESENTATIVE: Tim Plath

REPRESENTATIVE E-MAIL: timplath@weberwaterresources.com

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE SERVICES UNDER THIS CONTRACT:	[x]	[]	

WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[]	[x]
---	-----	-------

PAYMENT TERMS:
 NET 10 DAYS

GROUP 1					
PUMPS ONLY, PUMP AND MOTOR COMBINATION UNITS					
Title	Price (Labor)			UofM	Description
	During Business Hours	After Business Hours	Weekend and Holiday Hours		
Field Repairs	85.00	127.50	170.00	hour	
Pump Rig with (1) Operator and (2) Helpers	235.00	352.50	470.00	hour	
Crane with (1) Operator and (2) Helpers	185.00	277.50	370.00	hour	
Service Truck with (1) Electrician/Technician	100.00	150.00	200.00	hour	
Shop Repairs	90.00	135.00	180.00	hour	

PUMPS ONLY, PUMP AND MOTOR COMBINATION UNITS (Parts, etc)			
Title	Price	UofM	Description
Pump, New	20%	each	Cost Plus Percentage
Pump and Motor Combination Units	20%	each	Cost Plus Percentage
Pump components, parts, belts, etc.	20%	each	Cost Plus Percentage
Return Charges	20%	each	Cost Plus Percentage

GROUP 2					
ELECTRIC MOTORS					
Title	Price (Labor)			UofM	Description
	During Business Hours	After Business Hours	Weekend and Holiday Hours		
Field Repairs	85.00	127.50	170.00	hour	
Pump Rig with (1) Operator and (2) Helpers	235.00	352.50	470.00	hour	
Crane with (1) Operator and (2) Helpers	185.00	277.50	370.00	hour	
Service Truck with (1) Electrician/Technician	100.00	150.00	200.00	hour	
Shop Repairs	90.00	135.00	140.00	hour	

ELECTRIC MOTORS (Parts, etc)			
Title	Price	UofM	Description
Electric motors, new, Cost plus:	20%	each	Cost Plus Percentage
Electric motor components, parts, belts, etc. Cost plus:	20%	each	Cost Plus Percentage
Return charges:	20%	each	Cost Plus Percentage

GROUP 3					
WATER WELL REPAIR, INSPECTION AND DRILLING					
Title	Price (Labor)			UofM	Description
	During Business Hours	After Business Hours	Weekend and Holiday Hours		
Drilling Rig rate (Cable or Rotary):	250.00	375.00	500.00	hour	Up to 1,000 ft. depth Well drilling (deepening existing well), Rehabilitation, Brushing, Swabbing, etc. (Includes labor for up to a (3) man crew.)
Mobilization, demobilization, equipment, materials and labor	2500.00	2500.00	3500.00	job	Labor for up to a three (3) man crew.
Shop Repairs	90.00	135.00	180.00	hour	Covers all shop work , machine work, etc. associated with Group 3 services

GROUP 3 CON'T			
WATER WELL REPAIR, INSPECTION AND DRILLING (Other services, only during business hours)			
Title	Price	UofM	Description
Color Video Recording (for inspection purposes)	900.00	job	Per Video
WATER WELL REPAIR, INSPECTION AND DRILLING (Parts, etc.)			
Title	Price	UofM	Description
Well components, parts	20%	each	Cost Plus Percentage

PRICING SHEET: NIGP CODE(S) 03167, 07549, 72084 and 91082

Terms: NET 10

Vendor Number: W000002150 X

Certificates of Insurance Required

Contract Period: To cover the period ending **May 31, 2017.**

WATER WELL, HVAC PUMP, MOTOR REPAIR, OVERHAUL, AND REPLACEMENT

1.0 INTENT:

The intent of this invitation for bids is to source local Contractor(s) to provide the services identified below.

Bidders may bid a group individually or in total.

- Group 1:** Pumps only, combination pump and electric motor units -- repairs, overhaul, or replacement. The term *pump and motor* refers to the complete unit, wherein the pump and motor are considered one.
- Group 2:** Electric motor only -- repairs, overhaul, or replacement (fractional and whole horsepower, AC or DC)
- Group 3:** Water well -- inspection, repair, and drilling. NOTE: Pumps, motors, or combination units at well sites are specifically for the well drilling by Contractors only, and not part of the other group services.

These devices are utilized in water well use, water supply environments, sewage treatment environments, and HVAC applications.

This contract may be used for:

- The Contractor to remove, install, repair, overhaul, or replace with new
- The County to remove equipment to be transported to the Contractor's shop for the purpose of repairing, overhauling or replacing.
- The purchase of new pump units or electric motors and related equipment sold at cost, plus a percentage.
- Water well repairs and/or increased depth adjustments.
- Repairs to and Replacement of pressure system or distribution system, and to electric controls and protective devices.
- Repair, overhaul, or replacement of other pump types such as (but not limited to):
 - Split case
 - Centrifugal
 - Turbine
 - Vane
 - Diaphragm
 - Rotary
 - Submersible sump pumps
 - Multi-stage systems
 - High-pressure booster pumps and stations
 - Chopper pumps

Other related work requested by Maricopa County as needed.

Other governmental entities under agreement with the County may have access to services provided hereunder (see also Sections 3.9 and 3.10, 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.

2.0 **SPECIFICATIONS:**

2.1 SERVICE GROUPS:

2.1.1 **Group 1 – Pumps, combination pump and electric motor units -- repairs, overhaul, or replacement:**

On-site or in-shop, provides repairs to, or replaces pump devices. This service is for bidders who have the capability to repair and/or replace the pump or the pump and motor devices in the field or provide shop only work. Should Contractor provide shop only work, the County will be responsible for delivery to the Contractor's shop. If Contractor has the capability of fieldwork, a complete service truck inventoried with tools/parts is critical.

Fieldwork capability will include the troubleshooting, removal, repair, and installation of Group 1 equipment. This is to include machinist and welding services as necessary. In the event that a Contractor with the capability of fieldwork determines that the equipment requires shop work, that Contractor shall incur the pickup/delivery charges.

Warranty for this service:

If Contractor is field capable, warranty service will be performed on-site.

If Contractor is shop-only capable, warranty service will require the County to deliver to Contractor's shop.

All equipment repaired or overhauled shall carry a 90-day warranty, parts and labor.

All equipment replaced new shall carry a 1-year warranty.

All work shall be free of defects in materials and workmanship.

2.1.2 **Group 2 – Electric Motors:**

On-site or in-shop, provides repairs to, or replaces electric motors. This service is for bidders who have the capability to repair and/or replace the electric motor and devices in the field or provide shop only work. Should Contractor provide shop only work, the County will be responsible for delivery to the Contractor's shop. If Contractor has the capability of fieldwork, a complete service truck inventoried with tools/parts is critical.

Fieldwork capability will include the troubleshooting, removal, repair, and installation of Group 1 equipment. This is to include machinist and welding services as necessary. In the event that a Contractor with the capability of fieldwork determines that the equipment requires shop work, that Contractor shall incur the pickup/delivery charges.

Warranty for this service:

If Contractor is field capable, warranty service will be performed on-site.

If Contractor is shop only capable, warranty service will require the County to deliver to Contractor's shop.

All equipment repaired or overhauled shall carry a 90-day warranty, parts and labor.

All equipment replaced new shall carry a 1-year warranty.

All work shall be free of defects in materials and workmanship.

2.1.3 **Group 3 – Water Well Inspection, Repair, and Drilling:**

This service is for Contractors who have the equipment, staff and expertise to inspect, repair, and drill water wells. This shall require a drill rig capable of depths to 1,000 feet with a twelve (12) ton capacity. Depths exceeding 1,000 feet are not a part of this contract; it will be the responsibility of Maricopa County to determine the manner in which they are handled.

Well piping photography is priced per occurrence in Attachment A, PRICING.

Water well services will include mobilization, brushing, swabbing, and clean out. Also included is additional drilling to increase the depth of an existing well. This contract is NOT for drilling a new well. Additionally, deep well inspection services must be provided by the Contractor on an as-needed basis.

Warranty for water well service:

All equipment repaired or overhauled shall carry a 90-day warranty, parts and labor.

All equipment replaced new shall carry a 1-year warranty.

All work shall be free of defects in materials and workmanship.

2.2 PROJECT WORK AND TIME & MATERIALS:

2.2.1 Project work shall mean work performed, which in the best interest of the County would be more advantageous to be performed as “all inclusive” as opposed to time and materials. Project work will pertain to either Group 1, 2, or 3. The Contractor assigned to these groups shall inspect the site and determine job requirements. For shop work on electric motors, the Contractor shall provide a cost for major overhauls. The Contractor assigned to this contract shall be provided a request for project quote containing a detailed Scope of Work, or shall meet with the County agency, discuss what needs to be done, and present the County with a written quote. If the Contractor is given a County quote sheet from the requesting agency, the Contractor is not to submit their own project quote sheets. Only the provided County letterhead quote sheets will be acceptable. All terms and conditions are only those established under this agreement. All additional labor charges outside the Scope of Work for projects are those labor rates established in Attachment A, **VENDOR INFORMATION AND PRICING**.

This contract shall also be used for time and materials work (not to exceed \$5,000) and priced per hour as bid. Exceptions to this shall be emergencies that arise and must be dealt with immediately without the time for project quotes. The County reserves the right to adjust this figure to a higher level if deemed the best interest of the department

2.2.2 After site review of the project, all contractors shall submit the project quote sheet back to the requestor, either accepting with a firm price or declining with a written reason as to why the project was declined. Contractors who have declined project work a minimum of three times during a six-month period may be required to attend a meeting with the Office of Procurement Services and FMD to discuss consideration for default of contract as this is indicative of the Contractor’s desire not to do business with the County.

2.2.3 The submitted project price quote is to be all-inclusive. That is, any cost overruns will be absorbed by the Contractor or cost savings will be additional profit. Exceptions to this are changes requested by the County that incur higher project cost and longer delays. All change orders to a project must be in writing, referencing the contract serial number, and approved by FMD (or County user agency if request was made by them) prior to any authorization to proceed. The Contractor who fails to acquire change orders in writing runs the risk of incurring these additional costs without payment.

2.2.4 Project pricing shall include everything the contractor anticipates is necessary to complete the job (i.e., rental equipment, materials, labor, supervision, subcontractor costs, mobilization costs, demobilization costs, permits, etc.). These costs are to be part of the overall project price, and as such not be itemized.

2.2.5 Depending on the complexity/nature of the project, a predetermined and/or pre-identified mandatory site meeting may be held to ensure all contractors are aware of important issues regarding the project. Mandatory site meetings will require a sign-in sheet. Contractors who do not show up to a mandatory site meeting, but submit a project quote will be considered “non-responsive”.

Contractors shall be compensated for additional work requested by the County that is not detailed in the scope via the labor rates bid in Attachment A, **PRICING**. Note: all extra work outside the SOW must be in writing.

2.3 TECHNICAL AND DESCRIPTIVE SALES LITERATURE:

The Contractor shall provide copies of its sales literature and brochures and copies of any manufacturer's technical and/or descriptive literature regarding the material(s) the Contractor proposes to provide. Literature shall include sufficient, in-detail, to allow full and fair evaluation of the material(s) submitted, and must be included with the bid. Failure to include this information may result in the bid being rejected.

2.4 WORKSITE AND EQUIPMENT REQUIREMENTS:

The Contractor, while having possession of County pumps/motors and/or related equipment shall be responsible for said equipment and damage incurred by any cause.

All service work performed by Contractor shall be held to a professional standard, performed in a neat and workmanship manner, meeting all required state and municipal building codes, and is susceptible to FMD's (or other using agencies') staff inspection and approval.

The Contractor shall make necessary repairs in such a manner that does not damage County property. In the event damage occurs to Maricopa County property, or any adjacent property by reason of any repairs or installations performed under this Contract, the Contractor shall replace or repair the same at no cost to the County. If damage caused by the Contractor has to be repaired or replaced by the County, the cost of such work shall be passed on to the Contractor.

The Contractor shall ensure all trash generated by the work performed (either repairs or retrofitting or new installations) shall be removed from the site in a timely manner. Additionally, the Contractor will ensure that any/all disturbances to the areas where the Contractor performed work are restored to the same condition found prior to start of the work. Such disturbances may include, but are not limited to: loose dirt, dislocated gravel; removed vegetation; footprints; old asphalt/concrete; ceiling tile dust and particles, core drilling dust, items that may pose hazardous situations (trip hazards), etc. If an inspection reveals that the Contractor fails to clean up after work has been performed, the County will notify the Contractor of the discrepancy and the Contractor will have twenty-four (24) hours to make the needed correction. Should the Contractor still fail to clean the area, the County reserves the right to make other arrangements to have the area cleaned and the cost of such work shall be passed on to the Contractor.

In the event the work performance of the Contractor is unsatisfactory, the Contractor will be notified by the County and will be given twenty-four (24) hours to correct the work. Labor for all re-work will be at no cost to the County.

3.0 **PURCHASING REQUIREMENTS:**

3.1 ACCEPTANCE:

Upon delivery and successful installation, the material(s) shall be deemed accepted and the warranty period shall begin. All documentation shall be completed prior to final acceptance.

3.2 USAGE REPORT:

The Contractor shall furnish the County a usage report upon request delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

3.3 APPLICABLE TAXES:

3.3.1 **Payment of Taxes:** The Contractor shall pay all applicable taxes. With respect to any installation labor on items that are not attached to real property performed by Contractor

under the terms of this Contract, the installation labor cost and the gross receipts for materials provided shall be listed separately on the Contractor's invoices.

3.3.2 **State and Local Transaction Privilege Taxes:** Maricopa County is subject to all applicable state and local transaction privilege taxes. To the extent any state and local transaction privilege taxes apply to sales made under the terms of this contract it is the responsibility of the seller to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.

3.3.3 **Tax Indemnification:** Contractor and all subcontractors shall pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold Maricopa County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

3.4 TAX: (SERVICES)

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.

3.5 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.

3.6 SHIPPING CHARGES:

All sales are FOB Destination to the County. The Contractor shall retain title and control of all goods until they are delivered (or picked up at the Contractor's store) and the contract coverage has been completed. All claims for visible or concealed damage shall be filed by the Contractor. The County will notify the Contractor of any damaged goods and shall assist the Contractor in arranging for inspection of the goods.

Delivery is required F.O.B. Destination within 7 days for products common to the industry. The County will pay shipping for *special order, non-stocked, or products not common to the industry* -- for these items delivery shall be 14 days.

3.7 RETURN POLICY:

The Bidders shall state their return policy, time limitations, or restocking charges (if any) for such returns. Products will not be accepted in damaged or broken/unsealed packages. Credit memos shall be issued, in accordance with the Contractor's return policy. If a restocking charge is applied, the credit memo must reflect the full credit amount of each item returned and the restocking charge shall be a separate line.

3.8 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.

3.9 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 it** 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.

3.10 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.

4.0 CONTRACTUAL TERMS & CONDITIONS:

4.1 CONTRACT TERM:

This Invitation for Bid is for awarding a firm, fixed-price purchasing contract to cover a term of one (1) year.

4.2 OPTION TO RENEW:

The County may, at its option and with the concurrence of the Contractor, renew the term of this Contract up to a maximum of four (4) additional one year renewal terms, (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 (60) calendar days prior to the expiration of the original contract term..

4.3 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.

4.4 INDEMNIFICATION:

To the fullest extent permitted by law, and to the extent that claims, damages, losses or expenses are not covered and paid by insurance purchased by the Contractor, the Contractor shall defend indemnify and hold harmless the County (as Owner), its agents, representatives, agents, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses (including, but not limited to attorneys' fees, court costs, expert witness fees, and the costs and attorneys' fees for appellate proceedings) arising out of, or alleged to have resulted from the negligent acts, errors, omissions, or mistakes relating to the performance of this Contract.

Contractor's duty to defend, indemnify, and hold harmless the County, its agents, representatives, agents, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss, or expense that is attributable to bodily injury, sickness, disease, death or injury to, impairment of, or destruction of tangible property, including loss of use resulting there from, caused by negligent acts, errors, omissions, or mistakes in the performance of this Contract, but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, any one directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

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

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

4.5 **INSURANCE.**

4.5.1 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.

4.5.2 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.

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

4.5.4 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.

4.5.5 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.

4.5.6 The insurance policies required by this Contract, except Workers' Compensation and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

4.5.7 The policies required hereunder, except Workers' Compensation and Errors and Omissions, 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.

4.5.8 **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, \$4,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provisions which would serve to limit third party action over claims. There shall be no endorsement or modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

4.5.9 **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 or use or maintenance of the Premises under this Contract.

4.5.10 Workers' Compensation.

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.

Contractor, its contractors and its subcontractors waive all rights against Contract 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, its contractors and its subcontractors pursuant to this Contract.

4.5.11 Certificates of Insurance.

4.5.11.1 Prior to Contract **AWARD**, Contractor shall furnish the County with valid and complete 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.

4.5.11.2 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.

4.5.11.3 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.

4.5.12 Cancellation and Expiration Notice.

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to Maricopa County. Contractor must provide to Maricopa County, within 2 business days of receipt, if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to Maricopa County Office of Procurement Services and shall be mailed, emailed, hand delivered or sent by facsimile transmission to (320 West Lincoln Street, Phoenix, AZ 85003, Phone Number 602/506-3967 /Fax Number 602/258-1573).

4.6 REQUIREMENTS CONTRACT:

4.6.1 Contractors signify their understanding and agreement by signing a bid submittal, that the Contract resulting from the bid is 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.

4.6.2 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 for actual and documentable costs incurred by the Contractor in response to 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.

- 4.6.3 Contractors agree to accept verbal notification of cancellation of Purchase Orders from the County 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.

4.7 Suspension of Work

The Procurement Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Procurement Officer determines appropriate for the convenience of the County. No adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor. No request for adjustment under this clause shall be granted unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

4.8 Stop Work Order

The Procurement Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Procurement Officer shall either—

- 4.8.1 Cancel the stop-work order; or
- 4.8.2 Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the County, clause of this contract.
- 4.8.3 The Procurement Officer may make an equitable adjustment in the delivery schedule and/or contract price, or otherwise, and the contract shall be modified, in writing, accordingly, if the Contractor demonstrates that the stop work order resulted in an increase in costs to the Contractor.

4.9 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

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

4.10 TERMINATION FOR DEFAULT:

The County may, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

- 4.10.1 Deliver the supplies or to perform the services within the time specified in this contract or any extension;
- 4.10.2 Make progress, so as to endanger performance of this contract; or
- 4.10.3 Perform any of the other provisions of this contract.

4.10.4 The County's right to terminate this contract under these subparagraphs may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the County) after receipt of the notice from the Procurement Officer specifying the failure.

4.11 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.

4.12 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.

4.13 SUBCONTRACTING:

4.13.1 The Contractor may not assign to another Contractor 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.

4.13.2 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.

4.14 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.

4.15 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.

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

4.16.1 In accordance with section MCI 371 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.

4.16.2 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.

4.16.3 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 invoices, request for credit, request for a check or deduction from current billings 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.

4.17 VALIDITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of the Contract.

4.18 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.

4.19 RELATIONSHIPS:

4.19.1 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, co-employee, partnership, principal and agent, or joint venture between the County and the Contractor.

4.19.2 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.

4.20 NON-DISCRIMINATION:

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website <http://azmemory.azlibrary.gov/cdm/singleitem/collection/execorders/id/680/rec/1> which is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, CONTRACTOR shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

4.21 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

4.21.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor

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

- 4.21.1.2 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;
 - 4.21.1.3 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
 - 4.21.1.4 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.
- 4.21.2 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.
- 4.22 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:
 - 4.22.1 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.
 - 4.22.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 4.22 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.
- 4.23 CONTRACTOR LICENSE REQUIREMENT:
 - 4.23.1 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.

4.23.2 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.

4.24 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:

4.24.1 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,

4.24.2 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.

4.25 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 in its offer 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 and the Arizona Public Records Law.

ATTACHMENT D

FACILITIES MANAGEMENT REQUIRMENTS

1.0 HOURS OF SERVICE:

- 1.1 REGULAR HOURS are between 6:00 AM and 6:00 PM, Monday through Friday, excluding County holidays.
- 1.2 AFTER HOURS is after 6:00 PM and prior to 6:00 AM, Monday through Friday.
- 1.3 WEEKENDS are anytime Saturday or, Sunday.
- 1.4 HOLIDAYS are County Holidays (See County holiday schedule attachment).
- 1.5 Services shall be available 24 hours per day, 7 days per week, 365 days per year.
- 1.6 Contractor shall provide 24 hours per day, 7 days per week, 365 days per year telephone access, and respond to a call for services within thirty (30) minutes of receipt.

2.0 RESPONSE TIMES:

- 2.1 During REGULAR HOURS, AFTER HOURS, WEEKEND or HOLIDAYS, Contractor shall respond on-site within four (4) hours of receipt of a service request.
- 2.2 If the request is designated by the County as an EMERGENCY, the contractor shall respond on-site within two (2) hours of receipt of a service request regardless of the time of day, WEEKEND or HOLIDAY.

3.0 TRIP CHARGE:

Trip charges are permitted when time and material work is requested at the following sites only:

- 3.1 MCSO Lake Aid Stations (Apache, Bartlett, Blue Point, Canyon and Saguaro)
- 3.2 County offices located in Gila Bend, AZ
- 3.3 County offices located in Buckeye, AZ
- 3.4 County offices located in Aguila, AZ
- 3.5 Only one trip charge may be charged per service call.
- 3.6 If the contractor arrives onsite and is unable to locate a County representative familiar with the work or unable to gain access to the work site, the Contractor may only bill for a trip charge (maximum one time daily trip charge not to exceed \$50.00). The Contractor is not authorized to incur nor will the County accepting billing for any labor charges.

4.0 CONTRACTOR REQUIREMENTS:

- 4.1 Contractor(s) shall supply all labor, supervision, materials, tools, equipment, and effort necessary to perform the Scope of Work presented.
- 4.2 The Contractor's service truck fleet and/or warehouse shall carry sufficient supply of repair parts and equipment to perform services per Scope of Work presented.

- 4.3 The Contractor agrees to utilize only experienced, responsible and capable people in the performance of the work.
- 4.4 All employees of the Contractor shall wear a company uniform identified with the company name consisting of a minimum of one of the following:
 - 4.4.1 Shirt/blouse
 - 4.4.2 Vest
 - 4.4.3 Cap
- 4.5 No one except authorized employees of the Contractor is allowed on the premises of Maricopa County. Contractor's employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor.
- 4.6 The Contractor shall perform the work in a way to minimize disruption to the normal operation of building occupants. Upon completion of work the Contractor shall clean and remove from the job site all debris, materials and equipment associated with the work performed.
- 4.7 Contractor shall adhere to all regulations, rules, ordinances, and standards set by Federal, State, County, and Municipal governments pertaining to safety on the job site.
- 5.0 **BUILDING SECURITY (KEYS):**
 - 5.1 The Contractor may be provided keys to required County Facilities at the discretion of FMD. Keys may be acquired by:
 - 5.2 The Contractor being provided permanent key(s), wherein the Contractor verifies receipt of and accepts responsibility for keys. The keys must be returned at the completion of the work or at the direction of FMD. Keys not returned may cause the County to re-key the ENTIRE building or locations that the set of keys opened with the cost being borne by the Contractor.
 - 5.3 In lieu of or in addition to keys, the Contractor may be provided card access badges at the discretion of FMD.
 - 5.4 The Contractor shall notify FMD within twenty-four (24) hours if any keys are lost, misplaced, stolen or otherwise not within the Contractor's control.
 - 5.5 Once the Purchase Order is complete, expired, or terminated the Contractor shall immediately return all badges and keys to FMD.
- 6.0 **SALVAGE:**

Salvage rights shall be evaluated on a project by project basis by the County and shall be determined prior to incorporation in the contractor's bid price. Salvage rights automatically apply for all work if in the best interest to the County. Salvageable materials without pre-approved contractor salvage rights shall be securely stored and are not to be transported off the site without written permission from Maricopa County. If contractor is given salvage rights, salvageable materials shall be removed daily. No on site storage of contractor's salvaged materials will be permitted.
- 7.0 **INVOICES AND PAYMENTS:**

Invoices are required to contain the following information and should be e-mailed to:

FMD-ACCOUNTSPAYABLE@MAIL.MARICOPA.GOV If invoices cannot be e-mailed, U.S. Mail is acceptable to Maricopa County Facilities Management, Accounts Payable, 401W. Jefferson, Phoenix, Arizona 85003.

- 7.1.1 Company name, address and contact information
 - 7.1.2 County bill-to name and contact/requestor information
 - 7.1.3 Building Name and Building Number
 - 7.1.4 Contract Serial Number or
 - 7.1.5 County purchase order number
 - 7.1.6 Maximo (FMD) service call number
 - 7.1.7 Invoice number and date
 - 7.1.8 Date of service or delivery
 - 7.1.9 Description of Purchase (services performed)
 - 7.1.10 Labor breakdown: rate per hour x no. of hours by personnel type (time & materials)
 - 7.1.11 Material breakdown: itemized parts list to contain unit price x quantity, indicating mark-ups as contracted (time & materials)
 - 7.1.12 Arrival and completion time
 - 7.1.13 Total Amount Due with tax amounts separated. Must also clearly indicate the tax rate being applied
 - 7.1.14 Payment Terms
- 7.2 Discounts offered in the contract shall be calculated based on the date a properly completed invoice is received by the County (ROI).
- 7.3 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.
- 7.4 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 Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (<http://www.maricopa.gov/Finance/Vendors.aspx>).
- 7.5 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.

For Time & Material work, Contractor(s) must provide, all equipment, expendable shop supplies (rags, cleaners, solvents, gasses, etc.), miscellaneous parts (screws, bolts nuts, small items etc.), tools, etc. necessary to perform all the required services. Contractor(s) are allowed a one-time Misc. Shop fee charge of up to \$25.00 per work order to cover these type of expenses. Anything beyond the \$25 limit, will be provided at the contractor's own expense.

8.0 CONTRACTOR EMPLOYEE BACKGROUND CHECK:

A background check is required for all Contractor employees providing services to the County. The cost of this service shall be incurred by the County. No Contractor employee may access County property without approval of FMD.