

**SERIAL 09101 C FLOOR COVERING INSTALLATION AND REMOVAL**

**DATE OF LAST REVISION: March 31, 2016**

**CONTRACT END DATE: May 31, 2016**

**CONTRACT PERIOD THROUGH MAY MARCH 31, 2013 2016**

**TO: All Departments**

**FROM: Office of Procurement Services**

**SUBJECT: Contract for FLOOR COVERING INSTALLATION AND REMOVAL**

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 **March 17, 2010 (Eff. 04/01/10)**.

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**

**SA/jl**  
Attach

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

(Please remove Serial 03047-C from your contract notebooks)

**WHOLESALE FLOORS LLC, 8855 N. BLACK CANYON HIGHWAY, PHOENIX, AZ 85021**

PRICING SHEET: NIGP CODE 36020

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

WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: NO

WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: NO  
(Payment shall be made within 48 hours of utilizing the Purchasing Card)

FUEL COMPRISES 8 % OF TOTAL BID AMOUNT.

**FIRST CALL**

	<u>ITEM DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>MANUFACTURER NAME</u>
<b>(2.6.1) Carpet Tile, 18 oz minimum, 5,000 min density</b>			
	Severe Traffic level		Mohawk, Bigelow, Shaw Contract, Lee's, Mannington, Queen/Philadelphia, Patcraft/Designweave, Milliken, J&J, Cambridge, Interface
1.0	Random Pattern	<u>\$20.75</u> /sq. yd installed	
1.1	Geometric Pattern	<u>\$20.75</u> /sq. yd installed	
	Heavy Traffic level		Mohawk, Bigelow, Shaw Contract, Lee's, Mannington, Queen/Philadelphia, Patcraft/Designweave, Milliken, J&J, Cambridge, Interface
1.2	Random Pattern	<u>\$19.75</u> /sq. yd installed	
1.3	Geometric Pattern	<u>\$19.75</u> /sq. yd installed	
	Moderate Traffic level		Mohawk, Bigelow, Shaw Contract, Lee's, Mannington, Queen/Philadelphia, Patcraft/Designweave, Milliken, J&J, Cambridge, Interface
1.4	Random Pattern	<u>\$18.00</u> /sq. yd installed	
1.5	Geometric Pattern	<u>\$18.00</u> /sq. yd installed	
<b>(2.6.2) Carpet Tile, 24 oz minimum, 5,000 min density</b>			
	Severe Traffic level		Mohawk, Bigelow, Shaw Contract, Lee's, Mannington, Queen/Philadelphia, Patcraft/Designweave, Milliken, J&J, Cambridge, Interface
1.6	Random Pattern	<u>\$25.00</u> /sq. yd installed	
1.7	Geometric Pattern	<u>\$25.00</u> /sq. yd installed	
	Heavy Traffic level		Mohawk, Bigelow, Shaw Contract, Lee's, Mannington, Queen/Philadelphia, Patcraft/Designweave, Milliken, J&J, Cambridge, Interface
1.8	Random Pattern	<u>\$21.00</u> /sq. yd installed	
1.9	Geometric Pattern	<u>\$21.00</u> /sq. yd installed	
	Moderate Traffic level		Mohawk, Bigelow, Shaw Contract, Lee's, Mannington, Queen/Philadelphia, Patcraft/Designweave, Milliken, J&J, Cambridge, Interface

**WHOLESALE FLOORS LLC, 8855 N. BLACK CANYON HIGHWAY, PHOENIX, AZ 85021**

1.10	Random Pattern	<u>\$20.00</u>	/sq. yd installed	
1.11	Geometric Pattern	<u>\$20.00</u>	/sq. yd installed	
<b>(2.6.3) 6 or 12 foot broadloom add for moisture barrier backing that passes British Spill Test <u>Add \$ 3.75/yd</u></b>				

**12 Foot**

1.12	6.0 nylon, unitary backing, 5,000 min density, heathered finish	<u>\$11.25</u>	/sq. yd installed	Same As Above
1.13	6.0 nylon, unitary backing, 5,000 min density, graphic loop	<u>\$13.50</u>	/sq. yd installed	Same As Above
1.14	6.6 cationic, unitary backing, 5,000 min density, mulicolor/graphic loop	<u>\$14.50</u>	/sq. yd installed	Same As Above
1.15	6.6 cationic, unitary backing, 5,000 min density pattern goods	<u>\$16.00</u>	/sq. yd installed	Same As Above

**(2.6.4) Other Flooring**

1.16	Entry way/walk off carpet tile VCT, 1/8" gauge 12x12 with product both through color and through pattern	<u>\$32.90</u>	/sq. yd installed	Mohawk, Bigelow, Shaw Contract, Lee's, Mannington, Queen/Philadelphia, Patcraft/Designweave, Milliken, J&J, Cambridge, Interface
1.17	Sheet Vinyl, inlaid standard colors 6ft goods	<u>\$1.25</u>	/per sf. installed	Armstrong, Mannington, AZ Rock, Tarket
1.18	Rubber cove base 1/8" gauge standard colors	<u>\$23.25</u>	/sq. yd installed	Armstrong, Mannington, AZ Rock, Tarket
1.19	Cushion back carpet tile	<u>\$1.00</u>	/per lf installed	Mannington, Roppe, Johnsonite, Burke, Flexco, VPI, Armstrong Mohawk, Bigelow, Shaw Contract, Lee's, Mannington, Queen/Philadelphia, Patcraft/Designweave, Milliken, J&J, Cambridge, Interface
1.20		<u>\$20.00</u>	/sq. yd installed	

**2.0 REMOVAL OF EXISTING FLOOR COVERINGS,, FURNITURE MOVING, AND MISCELLANEOUS CHARGES**

2.1	Removal of existing carpet	<u>\$1.50</u>	/per sq. yd.	
2.2	Recycling of removed carpet	<u>\$2.00</u>	/per sq. yd.	
2.3	Removal of VCT	<u>\$2.70</u>	/per sq. yd.	<u>\$0.30/sq ft</u>
2.4	Removal of carpet glue down	<u>\$1.50</u>	/per sq. yd.	
2.5	Removal of carpet stretch	<u>\$1.50</u>	/per sq. yd.	
2.6	Remove existing base	<u>\$0.05</u>	/per lin.ft.	
2.7	Floor Preparation			
2.7.1	Light	<u>2.75</u>	/per sq. yd.	
2.7.2	Heavy	<u>3.50</u>	/per sq. yd.	
2.8	Move/lift standard furniture	<u>2.00</u>	/per sq. yd.	
2.9	Modular urniture lift	<u>8.00</u>	/per sq. yd.	

**WHOLESALE FLOORS LLC, 8855 N. BLACK CANYON HIGHWAY, PHOENIX, AZ 85021**

Terms: NET 30

Vendor Number: W000003208 X

Telephone Number: 602/248-7878

Fax Number: 602/248-7075

Contact Person: Scott Wolf

E-mail Address: [scott@wholesalefloors.com](mailto:scott@wholesalefloors.com)

Certificates of Insurance Required

Contract Period: To cover the period ending ~~May~~ ~~March~~ **31, 2013 2016.**

**R.F.C. HOLDINGS INC DBA: RESOURCE ARIZONA, 4140 N. 44<sup>TH</sup> STREET, PHOENIX, AZ 85018**

PRICING SHEET: NIGP CODE 36020

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

WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: NO

WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: NO  
(Payment shall be made within 48 hours of utilizing the Purchasing Card)

FUEL COMPRISES 8 % OF TOTAL BID AMOUNT.

**SECOND CALL**

	<b><u>ITEM DESCRIPTION</u></b>	<b><u>UNIT PRICE</u></b>	<b><u>MANUFACTURER NAME</u></b>
<b>(2.6.1)</b>	<b>Carpet Tile, 18 oz minimum, 5,000 min density</b>		
	Severe Traffic level		
1.0	Random Pattern	<u>\$20.53</u> /sq. yd. installed	Patcraft/Mohawk
<b>1.0A</b>	<b>Random Pattern</b>	<b><u>30.31</u> installed</b>	<b>Collins &amp;Aikman (Applause 3 ER3PS)</b>
1.1	Geometric Pattern	<u>\$20.53</u> /sq. yd installed	Patcraft/Mohawk
	Heavy Traffic level		
1.2	Random Pattern	<u>\$20.53</u> /sq. yd. installed	Patcraft/Mohawk
1.3	Geometric Pattern	<u>\$20.53</u> /sq. yd. installed	Patcraft/Mohawk
	Moderate Traffic level		
1.4	Random Pattern	<u>\$20.53</u> /sq. yd. installed	Patcraft/Mohawk
1.5	Geometric Pattern	<u>\$20.53</u> /sq. yd. installed	Patcraft/Mohawk
<b>(2.6.2)</b>	<b>Carpet Tile, 24 oz minimum, 5,000 min density</b>		
	Severe Traffic level		
1.6	Random Pattern	<u>\$21.58</u> /sq. yd. installed	Patcraft/Mohawk
1.7	Geometric Pattern	<u>\$21.58</u> /sq. yd. installed	Patcraft/Mohawk
	Heavy Traffic level		
1.8	Random Pattern	<u>\$21.58</u> /sq. yd. installed	Patcraft/Mohawk
1.9	Geometric Pattern	<u>\$21.58</u> /sq. yd. installed	Patcraft/Mohawk
	Moderate Traffic level		
1.10	Random Pattern	<u>\$21.58</u> /sq. yd. installed	Patcraft/Mohawk
1.11	Geometric Pattern	<u>\$21.58</u> /sq. yd. installed	Patcraft/Mohawk
<b>(2.6.3)</b>	<b>6 or 12 foot broadloom add for moisture barrier backing that passes British Spill Test</b>		
		<b><u>12 Foot</u></b>	
1.12	6.0 nylon, unitary backing, 5,000 min density, heathered finish	<u>\$12.63</u> /sq. yd installed	Patcraft/Mohawk/Hollytex
1.13	6.0 nylon, unitary backing, 5,000 min density, graphic loop	<u>\$13.68</u> /sq. yd installed	Patcraft/Mohawk/Hollytex
1.14	6.6 cationic, unitary backing, 5,000 min density, mulicolor/graphic loop	<u>\$21.00</u> /sq. yd installed	Mohawk

**R.F.C. HOLDINGS INC DBA: RESOURCE ARIZONA, 4140 N. 44<sup>TH</sup> STREET, PHOENIX, AZ 85018**

1.15	6.6 cationic, unitary backing, 5,000 min density pattern goods	<u>\$26.31</u>	/sq. yd installed	Mohawk
<b>(2.6.4)</b>	<b>Other Flooring</b>			
1.16	Entry way/walk off carpet tile	<u>\$36.84</u>	/sq. yd installed	Patcraft
<b>1.16A</b>	<b>Entry way/walk off tile</b>	<u><b>\$52.26</b></u>	<b>/sq. yd installed</b>	<b>Collins &amp; Aikman (Abrasive Action)</b>
1.17	VCT, 1/8" gauge 12x12 with product both through color and through pattern	<u>\$1.25</u>	/per sf installed	Armstrong/Mannington/LG
1.18	Sheet Vinyl, inlaid standard colors 6ft goods	<u>\$26.05</u>	/sq. yd installed	Armstrong/Mannington/LG
1.19	Rubber cove base 1/8" gauge standard colors	<u>\$1.15</u>	/per lf installed	Johnsonite/Roppe
1.20	Cushion back carpet tile	<u>\$26.32</u>	/sq. yd installed	Patcraft/Mohawk

**2.0 REMOVAL OF EXISTING FLOOR COVERINGS,, FURNITURE MOVING, AND MISCELLANEOUS CHARGES**

2.1	Removal of existing carpet	<u>\$1.75</u>	/per sq. yd.	
2.2	Recycling of removed carpet	<u>\$1.00</u>	/per sq. yd.	
2.3	Removal of VCT	<u>\$0.35</u>	/per sq. yd.	
2.4	Removal of carpet glue down	<u>\$1.75</u>	/per sq. yd.	
2.5	Removal of carpet stretch	<u>\$1.75</u>	/per sq. yd.	
2.6	Remove existing base	<u>\$0.15</u>	/per lin. ft.	
2.7	Floor Preparation			
2.7.1	Light	<u>\$1.00</u>	/per sq. yd.	
2.7.2	Heavy	<u>\$2.00</u>	/per sq. yd.	
2.8	Move/lift standard furniture	<u>\$9.00*</u>	per sq. yd. *subject to decrease based on furniture type. *excludes packing/unpacking and disconnects	
2.9	modular furniture lift	<u>\$6.00</u>	/per sq. yd.	
Eff, 12/01/14	<b>Removal of Existing Rubber Flooring</b>	<u><b>\$0.60</b></u>	<b>per sf.</b>	

\*\*\*\*\*ADDED EFFECTIVE MARCH 05, 2014:\*\*\*\*\*

<b>2.10</b>	<b>Removal of Existing Adhesive and Grind Floor</b>	<u><b>\$0.65</b></u>	<b>per sf.</b>
<b>2.11</b>	<b>Removal of Thin-Set Ceramic Tile</b>	<u><b>\$3.75</b></u>	<b>per sf.</b>

**3.0 OTHER FLOORING MATERIALS:**

3.1	Rubberflew – 8mm, 4' Roll: Color Night Fly Color True Blue	<u>\$8.50</u>	per sf. installed	EarthSaver
3.2	EV Suede Matte 12" x 24" Porcelain Tile	<u>\$11.10</u>	per sf. installed	Facings of America
3.3	Sweet Sixteen 12" x 24" Porcelain Tile	<u>\$8.00</u>	per sf. installed	Kaiser Tile
3.4	Time 2.0, 12" x 24" Silver Natural Finish	<u>\$11.15</u>	per sf. installed	Cactus Stone & Tile
3.5	Shades 6" x 24" Unpolished	<u>\$11.25</u>	per sf. installed	Crossville
3.6	Shades 12" x 24" Unpolished	<u>\$9.50</u>	per sf. installed	Crossville

**R.F.C. HOLDINGS INC DBA: RESOURCE ARIZONA, 4140 N. 44<sup>TH</sup> STREET, PHOENIX, AZ 85018**

3.7	Ceramic Tile Wall Base	<u>\$10.00</u>	per lf. installed	Multiple
3.8	Rondec Metal Trim	<u>\$6.00</u>	per lf. installed	Schluter
3.9	Inside & Outside Corner Metal Trim	<u>\$4.50</u>	per ea. installed	Schluter

Everlast Classic: 8mm flooring.  
 Rubber flooring w/Nike Grid color: \$8.50 per sf. installed Ecore Commercial

Terms: 1% 10 DAYS NET 30  
 Vendor Number: W000016652 X  
 Telephone Number: (602)256-2862  
 Fax Number: (602)256-2988  
 Contact Person: ~~Jack Mitrey~~ **Joe Underwood & Nicole Gabler**  
 E-mail Address: ~~Jack.Mitrey@resourcearizona.com~~  
**joe.underwood@resourcearizona.com** &  
**Nicole.Gabler@resourcearizona.com**  
 Certificates of Insurance Required  
 Contract Period: To cover the period ending ~~May March 31, 2013~~ **2016.**

**SPECTRA CONTRACT FLOORING, File 5117, Mail Drop 257, Los Angeles, CA 90074-117**  
5325 S. KYRENE ROAD SUITE 101, TEMPE, AZ 85283

PRICING SHEET: NIGP CODE 36020

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

WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: YES

WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: NO  
 (Payment shall be made within 48 hours of utilizing the Purchasing Card)

FUEL COMPRISES 5 % OF TOTAL BID AMOUNT.

**THIRD CALL**

	<b><u>ITEM DESCRIPTION</u></b>	<b><u>UNIT PRICE</u></b>	<b><u>MANUFACTURER NAME</u></b>
<b>(2.6.1)</b>	<b>Carpet Tile, 18 oz minimum, 5,000 min density</b>		
	Severe Traffic level		
1.0	Random Pattern	<u>\$22.21</u> /sq. yd installed	Shaw, Milliken, Mohawk
1.1	Geometric Pattern	<u>\$22.21</u> /sq. yd installed	Shaw, Milliken, Mohawk
	Heavy Traffic level		
1.2	Random Pattern	<u>\$20.67</u> /sq. yd installed	Shaw, Milliken, Mohawk
1.3	Geometric Pattern	<u>\$20.67</u> /sq. yd installed	Shaw, Milliken, Mohawk
	Moderate Traffic level		
1.4	Random Pattern	<u>\$19.46</u> /sq. yd installed	Shaw, Milliken, Mohawk
1.5	Geometric Pattern	<u>\$19.46</u> /sq. yd installed	Shaw, Milliken, Mohawk
<b>(2.6.2)</b>	<b>Carpet Tile, 24 oz minimum, 5,000 min density</b>		
	Severe Traffic level		
1.6	Random Pattern	<u>\$25.65</u> /sq. yd installed	Shaw, Milliken, Mohawk
1.7	Geometric Pattern	<u>\$25.65</u> /sq. yd installed	Shaw, Milliken, Mohawk
	Heavy Traffic level		
1.8	Random Pattern	<u>\$23.40</u> /sq. yd installed	Shaw, Milliken, Mohawk
1.9	Geometric Pattern	<u>\$23.40</u> /sq. yd installed	Shaw, Milliken, Mohawk
	Moderate Traffic level		
1.10	Random Pattern	<u>\$23.40</u> /sq. yd installed	Shaw, Milliken, Mohawk
1.11	Geometric Pattern	<u>\$23.40</u> /sq. yd installed	Shaw, Milliken, Mohawk
<b>(2.6.3)</b>	<b>6 or 12 foot broadloom add for moisture barrier backing that passes British Spill Test</b>		
		<b><u>12 Foot</u></b>	
1.12	6.0 nylon, unitary backing, 5,000 min density, heathered finish	<u>\$11.41</u> /sq. yd installed	Shaw, Mohawk
1.13	6.0 nylon, unitary backing, 5,000 min density, graphic loop	<u>\$12.85</u> /sq. yd installed	Shaw, Mohawk
1.14	6.6 cationic, unitary backing, 5,000 min density, mulicolor/graphic loop	<u>\$16.50</u> /sq. yd installed	Shaw, Mohawk
1.15	6.6 cationic, unitary backing, 5,000 min density pattern goods	<u>\$16.50</u> /sq. yd installed	Shaw, Mohawk

**SPECTRA CONTRACT FLOORING, File 5117, Mail Drop 257, Los Angeles, CA 90074-117**  
5325 S. KYRENE ROAD SUITE 101, TEMPE, AZ 85283

**(2.6.4) Other Flooring**

1.16	Entry way/walk off carpet tile VCT, 1/8" gauge 12x12 with product both through color and through pattern	<u>\$25.16</u>	/sq. yd installed	Shaw, Milliken, Mohawk
1.17	Sheet Vinyl, inlaid standard colors 6ft goods	<u>\$1.15</u>	/per sf installed	
1.18	Rubber cove base 1/8" gauge standard colors	<u>\$27.50</u>	/sq. yd installed	
1.19		<u>\$0.82</u>	/per lf installed	
1.20	Cushion back carpet tile	<u>\$19.46</u>	/sq. yd installed	Milliken

**2.0 REMOVAL OF EXISTING FLOOR COVERINGS,, FURNITURE MOVING, AND MISCELLANEOUS CHARGES**

2.1	Removal of existing carpet	<u>\$1.50</u>	/per sq. yd.	
			/per sq. yd.	** no cost difference as
2.2	Recycling of removed carpet	<u>No charge</u>		\$1.50 sy listed above
2.3	Removal of VCT	<u>\$2.70</u>	/per sq. yd.	*** note per SF = .30
2.4	Removal of carpet glue down	<u>\$1.50</u>	/per sq. yd.	
2.5	Removal of carpet stretch	<u>\$1.75</u>	/per sq. yd.	
2.6	Remove existing base	<u>\$0.25</u>	/per lin.ft.	
2.7	Floor Preparation			
2.7.1	Light	<u>No charge</u>	/per sq. yd.	
2.7.2	Heavy	<u>\$1.80</u>	/per sq. yd.	
2.8	Move/lift standard furniture	<u>\$3.55</u>	/per sq. yd.	
2.9	modular furniture lift	<u>\$9.45</u>	/per sq. yd.	

Terms: NET 30

Vendor Number: W000001147 X

Telephone Number: 480/366-8690

Fax Number: 480/491-2015

Contact Person: Heidi Gates **Emily Ames**

E-mail Address: Heidi.Gates [Emily.Ames@spectracf.com](mailto:Emily.Ames@spectracf.com)

Certificates of Insurance Required

Contract Period: To cover the period ending ~~May~~ **March 31, 2013 2016.**

**CONTINENTAL FLOORING COMPANY, 9319 NORTH 94<sup>TH</sup> WAY SUITE #1000, SCOTTSDALE, AZ 85258**

PRICING SHEET: NIGP CODE 36020

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

WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: YES

WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: NO  
(Payment shall be made within 48 hours of utilizing the Purchasing Card)

FUEL COMPRISES 4.75 % OF TOTAL BID AMOUNT.

**FOURTH CALL**

	<b><u>ITEM DESCRIPTION</u></b>	<b><u>UNIT PRICE</u></b>	<b><u>MANUFACTURER NAME</u></b>
	<b>(2.6.1) Carpet Tile, 18 oz minimum, 5,000 min density</b>		
	Severe Traffic level		
1.0	Random Pattern	<u>\$23.50</u> /sq. yd installed	Shaw, Patcraft, Bigelow, Aladdin, Philadelphia, Mohawk, <b>J&amp;J Industries, Mannington Mills, Interface Floors</b>
1.1	Geometric Pattern Heavy Traffic level	<u>\$22.88</u> /sq. yd installed	Shaw, Patcraft, Bigelow, Aladdin, Philadelphia, Mohawk, <b>J&amp;J Industries, Mannington Mills, Interface Floors</b>
1.2	Random Pattern	<u>\$23.88</u> /sq. yd installed	Shaw, Patcraft, Bigelow, Aladdin, Philadelphia, Mohawk, <b>J&amp;J Industries, Mannington Mills, Interface Floors</b>
1.3	Geometric Pattern Moderate Traffic level	<u>\$23.25</u> /sq. yd installed	Shaw, Patcraft, Bigelow, Aladdin, Philadelphia, Mohawk, <b>J&amp;J Industries, Mannington Mills, Interface Floors</b>
1.4	Random Pattern	<u>\$19.88</u> /sq. yd installed	Shaw, Patcraft, Bigelow, Aladdin, Philadelphia, Mohawk, <b>J&amp;J Industries, Mannington Mills, Interface Floors</b>
1.5	Geometric Pattern	<u>\$19.75</u> /sq. yd installed	Shaw, Patcraft, Bigelow, Aladdin, Philadelphia, Mohawk, <b>J&amp;J Industries, Mannington Mills, Interface Floors</b>
	<b>(2.6.2) Carpet Tile, 24 oz minimum, 5,000 min density</b>		
	Severe Traffic level		
1.6	Random Pattern	<u>\$24.50</u> /sq. yd installed	Shaw, Patcraft, Bigelow, Aladdin, Philadelphia, Mohawk, <b>J&amp;J Industries, Mannington Mills, Interface Floors</b>

**CONTINENTAL FLOORING COMPANY, 9319 NORTH 94<sup>TH</sup> WAY SUITE #1000, SCOTTSDALE, AZ 85258**

1.7	Geometric Pattern	<u>\$23.88</u>	/sq. yd installed	Shaw, Patcraft, Bigelow, Aladdin, Philadelphia, Mohawk, <b>J&amp;J Industries, Mannington Mills, Interface Floors</b>
	Heavy Traffic level			
1.8	Random Pattern	<u>\$23.75</u>	/sq. yd installed	Shaw, Patcraft, Bigelow, Aladdin, Philadelphia, Mohawk, <b>J&amp;J Industries, Mannington Mills, Interface Floors</b>
1.9	Geometric Pattern	<u>\$23.50</u>	/sq. yd installed	Shaw, Patcraft, Bigelow, Aladdin, Philadelphia, Mohawk, <b>J&amp;J Industries, Mannington Mills, Interface Floors</b>
	Moderate Traffic level			
1.10	Random Pattern	<u>\$24.75</u>	/sq. yd installed	Shaw, Patcraft, Bigelow, Aladdin, Philadelphia, Mohawk, <b>J&amp;J Industries, Mannington Mills, Interface Floors</b>
1.11	Geometric Pattern	<u>\$24.75</u>	/sq. yd installed	Shaw, Patcraft, Bigelow, Aladdin, Philadelphia, Mohawk, <b>J&amp;J Industries, Mannington Mills, Interface Floors</b>
<b>(2.6.3)</b>	<b>6 or 12 foot broadloom add for moisture barrier backing that passes British Spill Test</b>			Mohawk, Bigelow, Shaw, <b>J&amp;J Industries, Mannington Mills, Interface Floors</b>
		<u>\$3.75</u>	per sy	
			<b><u>12 Foot/</u></b>	
1.12	6.0 nylon, unitary backing, 5,000 min density, heathered finish	<u>\$12.75</u>	/sq. yd installed	Shaw, Patcraft, Bigelow, Aladdin, Philadelphia, Mohawk, <b>J&amp;J Industries, Mannington Mills, Interface Floors</b>
1.13	6.0 nylon, unitary backing, 5,000 min density, graphic loop	<u>\$12.75</u>	/sq. yd installed	Shaw, Patcraft, Bigelow, Aladdin, Philadelphia, Mohawk, <b>J&amp;J Industries, Mannington Mills, Interface Floors</b>
1.14	6.6 cationic, unitary backing, 5,000 min density, mulicolor/graphic loop	<u>\$21.50</u>	/sq. yd installed	Lee's, <b>J&amp;J Industries, Mannington Mills, Interface Floors</b>
1.15	6.6 cationic, unitary backing, 5,000 min density pattern goods	<u>\$22.75</u>	/sq. yd installed	Lee's, <b>J&amp;J Industries, Mannington Mills, Interface Floors</b>
<b>(2.6.4)</b>	<b>Other Flooring</b>			
1.16	Entry way/walk off carpet tile	<u>\$24.88</u>	/sq. yd installed	Mohawk, Aladdin, Philadelphia, <b>J&amp;J Industries, Mannington Mills, Interface Floors</b>
1.17	VCT, 1/8" gauge 12x12 with product both through color and through pattern	<u>\$1.28</u>	/per sf installed	Armstrong, Congoleum, Mannington, <b>J&amp;J Industries, Mannington Mills, Interface Floors</b>
1.18	Sheet Vinyl, inlaid standard colors 6ft goods	<u>\$26.88</u>	/sq. yd installed	Armstrong, Congoleum, Mannington, <b>J&amp;J Industries, Mannington Mills, Interface Floors</b>

**CONTINENTAL FLOORING COMPANY, 9319 NORTH 94<sup>TH</sup> WAY SUITE #1000, SCOTTSDALE, AZ 85258**

1.19	Rubber cove base 1/8" gauge standard colors	<u>\$1.10</u>	/per lf installed	Flexco, VPI, Roppe, Armstrong, Mannington, <b>J &amp; J Industries,</b> <b>Mannington Mills, Interface</b> <b>Floors</b> Mohawk, Bigelow, <b>J&amp;J</b> <b>Industries, Mannington Mills,</b> <b>Interface Floors</b>
1.20	Cushion back carpet tile	<u>\$29.50</u>	/sq. yd installed	

**2.0 REMOVAL OF EXISTING FLOOR COVERINGS,, FURNITURE MOVING, AND MISCELLANEOUS CHARGES**

2.1	Removal of existing carpet	<u>\$1.30</u>	/per sq. yd.	no scrape
2.2	Recycling of removed carpet	<u>\$0.55</u>	/per sq. yd.	
2.3	Removal of VCT	<u>\$4.75</u>	/per sq. yd.	w scrape
2.4	Removal of carpet glue down	<u>\$2.75</u>	/per sq. yd.	w scrape
2.5	Removal of carpet stretch	<u>\$2.10</u>	/per sq. yd.	
2.6	Remove existing base	<u>\$0.035</u>	/per lin.ft.	
2.7	Floor Preparation			
2.7.1	Light	<u>\$4.50</u>	/per sq. yd.	
2.7.2	Heavy	<u>\$14.28</u>	/per sq. yd.	
2.8	Move/lift standard furniture	<u>\$1.98</u>	/per sq. yd.	
2.9	modular furniture lift	<u>\$7.88</u>	/per sq. yd.	

Terms: NET 30

Vendor Number: W000001293 X

Telephone Number: 480/949-8509

Fax Number: 480/945-2603

Contact Person: Diane Conti

E-mail Address: [gatekeeper@continentalflooring.com](mailto:gatekeeper@continentalflooring.com)

Certificates of Insurance Required

Contract Period: To cover the period ending ~~May March 31, 2013~~ **2016**.

**JLP CONTRACT FLOORS, 4340 E. INDIAN SCHOOL ROAD STE. 21-239, PHOENIX, AZ 85018**

PRICING SHEET: NIGP CODE 36020

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

WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: YES

WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: NO  
 (Payment shall be made within 48 hours of utilizing the Purchasing Card)

FUEL COMPRISES 0.01 % OF TOTAL BID AMOUNT.

**FIFTH CALL**

	<b><u>ITEM DESCRIPTION</u></b>	<b><u>UNIT PRICE</u></b>	<b><u>MANUFACTURER NAME</u></b>
<b>(2.6.1)</b>	<b>Carpet Tile, 18 oz minimum, 5,000 min density</b>		
	Severe Traffic level		
1.0	Random Pattern	<u>21.00</u> /sq. yd installed	MOHAWK
1.1	Geometric Pattern	<u>22.50</u> /sq. yd installed	MOHAWK
	Heavy Traffic level		
1.2	Random Pattern	<u>21.00</u> /sq. yd installed	MOHAWK
1.3	Geometric Pattern	<u>22.50</u> /sq. yd installed	MOHAWK
	Moderate Traffic level		
1.4	Random Pattern	<u>21.00</u> /sq. yd installed	MOHAWK
1.5	Geometric Pattern	<u>22.50</u> /sq. yd installed	MOHAWK
<b>(2.6.2)</b>	<b>Carpet Tile, 24 oz minimum, 5,000 min density</b>		
	Severe Traffic level		
1.6	Random Pattern	<u>22.50</u> /sq. yd installed	MOHAWK
1.7	Geometric Pattern	<u>24.00</u> /sq. yd installed	MOHAWK
	Heavy Traffic level		
1.8	Random Pattern	<u>22.50</u> /sq. yd installed	MOHAWK
1.9	Geometric Pattern	<u>24.00</u> /sq. yd installed	MOHAWK
	Moderate Traffic level		
1.10	Random Pattern	<u>22.50</u> /sq. yd installed	MOHAWK
1.11	Geometric Pattern	<u>24.00</u> /sq. yd installed	MOHAWK
<b>(2.6.3)</b>	<b>6 or 12 foot broadloom add for moisture barrier backing that passes British Spill Test</b>		
		<b><u>12 Foot</u></b>	
1.12	6.0 nylon, unitary backing, 5,000 min density, heathered finish	<u>\$15.50</u> /sq. yd installed	MOHAWK
1.13	6.0 nylon, unitary backing, 5,000 min density, graphic loop	<u>\$17.00</u> /sq. yd installed	MOHAWK
1.14	6.6 cationic, unitary backing, 5,000 min density, mulicolor/graphic loop	<u>\$17.25</u> /sq. yd installed	MOHAWK
1.15	6.6 cationic, unitary backing, 5,000 min density pattern goods	<u>\$26.50</u> /sq. yd installed	MOHAWK

**JLP CONTRACT FLOORS, 4340 E. INDIAN SCHOOL ROAD STE. 21-239, PHOENIX, AZ 85018**

**(2.6.4) Other Flooring**

1.16	Entry way/walk off carpet tile VCT, 1/8" gauge 12x12 with product both through color and through pattern	<u>\$26.50</u>	/sq. yd installed	MOHAWK
1.17	Sheet Vinyl, inlaid standard colors 6ft goods	<u>\$1.35</u>	/per sf installed	CONGOLEUM
1.18	Rubber cove base 1/8" gauge standard colors	<u>\$19.80</u>	/sq. yd installed	CONGOLEUM
1.19	Cushion back carpet tile	<u>\$1.20</u>	/per lf installed	ROPPE
1.20		<u>\$33.50</u>	/sq. yd installed	MOHAWK

**2.0 REMOVAL OF EXISTING FLOOR COVERINGS,, FURNITURE MOVING, AND MISCELLANEOUS CHARGES**

2.1	Removal of existing carpet	<u>\$1.50</u>	/per sq. yd.
2.2	Recycling of removed carpet	<u>\$1.00</u>	/per sq. yd.
2.3	Removal of VCT	<u>\$0.30</u>	/per sq. yd.
2.4	Removal of carpet glue down	<u>\$1.50</u>	/per sq. yd.
2.5	Removal of carpet stretch	<u>\$1.00</u>	/per sq. yd.
2.6	Remove existing base	<u>\$0.15</u>	/per lin. ft.
2.7	Floor Preparation		
2.7.1	Light	<u>\$1.00</u>	/per sq. yd.
2.7.2	Heavy	<u>\$2.00</u>	/per sq. yd.
2.8	Move/lift standard furniture	<u>\$7.50</u>	/per sq. yd.
2.9	Modular furniture lift	<u>\$7.50</u>	/per sq. yd.
	Removal of Sheet Vinyl	<u>\$3.50</u>	/per sq. yd.

Terms: 2% 10 Days Net 30

Vendor Number: W000003875 X

Telephone Number: 602/548-8541

Fax Number: 602/938-2699

Contact Person: Joseph Pilewicz

E-mail Address: [jlpcontract@cox.net](mailto:jlpcontract@cox.net)

Certificates of Insurance Required

Contract Period: To cover the period ending ~~May 31, 2013~~ **March 31, 2016**.

**DIVERSIFIED FLOORING SERVICES, 7898 E. ACOMA SUITE #107, SCOTTSDALE, AZ 85260**

PRICING SHEET: NIGP CODE 36020

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

WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: YES

WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: NO  
 (Payment shall be made within 48 hours of utilizing the Purchasing Card)

FUEL COMPRISES 5 % OF TOTAL BID AMOUNT.

**SIXTH CALL**

	<b><u>ITEM DESCRIPTION</u></b>	<b><u>UNIT PRICE</u></b>	<b><u>MANUFACTURER NAME</u></b>
<b>(2.6.1)</b>	<b>Carpet Tile, 18 oz minimum, 5,000 min density</b>		
	Severe Traffic level		
1.0	Random Pattern	<u>\$24.75</u> /sq. yd installed	Interface, Mannington, Mohawk Group and Shaw Group <b>J&amp;J</b>
1.1	Geometric Pattern	<u>\$24.75</u> /sq. yd installed	Interface, Mannington, Mohawk Group and Shaw Group <b>J&amp;J</b>
	Heavy Traffic level		
1.2	Random Pattern	<u>\$23.25</u> /sq. yd installed	Interface, Mannington, Mohawk Group and Shaw Group <b>J&amp;J</b>
1.3	Geometric Pattern	<u>\$23.25</u> /sq. yd installed	Interface, Mannington, Mohawk Group and Shaw Group <b>J&amp;J</b>
	Moderate Traffic level		
1.4	Random Pattern	<u>\$21.75</u> /sq. yd installed	Interface, Mannington, Mohawk Group and Shaw Group <b>J&amp;J</b>
1.5	Geometric Pattern	<u>\$21.75</u> /sq. yd installed	Interface, Mannington, Mohawk Group and Shaw Group <b>J&amp;J</b>
<b>(2.6.2)</b>	<b>Carpet Tile, 24 oz minimum, 5,000 min density</b>		
	Severe Traffic level		
1.6	Random Pattern	<u>\$25.50</u> /sq. yd installed	Interface, Mannington, Mohawk Group and Shaw Group <b>J&amp;J</b>
1.7	Geometric Pattern	<u>\$25.50</u> /sq. yd installed	Interface, Mannington, Mohawk Group and Shaw Group <b>J&amp;J</b>
	Heavy Traffic level		
1.8	Random Pattern	<u>\$24.25</u> /sq. yd installed	Interface, Mannington, Mohawk Group and Shaw Group <b>J&amp;J</b>
1.9	Geometric Pattern	<u>\$24.25</u> /sq. yd installed	Interface, Mannington, Mohawk Group and Shaw Group <b>J&amp;J</b>
	Moderate Traffic level		
1.10	Random Pattern	<u>\$22.50</u> /sq. yd installed	Interface, Mannington, Mohawk Group and Shaw Group <b>J&amp;J</b>
1.11	Geometric Pattern	<u>\$22.50</u> /sq. yd installed	Interface, Mannington, Mohawk Group and Shaw Group <b>J&amp;J</b>

**DIVERSIFIED FLOORING SERVICES, 7898 E. ACOMA SUITE #107, SCOTTSDALE, AZ 85260**

**(2.6.3) 6 or 12 foot broadloom add for moisture barrier backing that passes British Spill Test**

		<u>12 Foot</u>	
1.12	6.0 nylon, unitary backing, 5,000 min density, heathered finish	<u>\$14.25</u>	/sq. yd installed Beaulieu Group, Mohawk Group, Shaw Group and J & J Beaulieu Group, Mannington, Mohawk Group, Shaw Group and J & J
1.13	6.0 nylon, unitary backing, 5,000 min density, graphic loop	<u>\$15.25</u>	/sq. yd installed Beaulieu Group, Mannington, Mohawk Group, Shaw Group and J & J
1.14	6.6 cationic, unitary backing, 5,000 min density, mulicolor/graphic loop	<u>\$18.30</u>	/sq. yd installed Beaulieu Group, Mannington, Mohawk Group, Shaw Group and J & J
1.15	6.6 cationic, unitary backing, 5,000 min density pattern goods	<u>\$19.80</u>	/sq. yd installed Beaulieu Group, Mannington, Mohawk Group, Shaw Group and J & J

**(2.6.4) Other Flooring**

1.16	Entry way/walk off carpet tile VCT, 1/8" gauge 12x12 with product both through color and through pattern	<u>\$55.00</u>	/sq. yd installed Interface, Mannington, Mohawk Group and Shaw Group
1.17	Sheet Vinyl, inlaid standard colors 6ft goods	<u>\$1.25</u>	/per sf installed Armstrong & Mannington
1.18	Rubber cove base 1/8" gauge standard colors	<u>\$30.00</u>	/sq. yd installed Armstrong & Mannington
1.19	Cushion back carpet tile	<u>\$1.15</u>	/per lf installed Roppe, Mannington & Johnsonite Milliken, Mohawk Group and Atlas
1.20		<u>\$26.00</u>	/sq. yd installed

**2.0 REMOVAL OF EXISTING FLOOR COVERINGS,, FURNITURE MOVING, AND MISCELLANEOUS CHARGES**

2.1	Removal of existing carpet	<u>\$1.75</u>	/per sq. yd.	
2.2	Recycling of removed carpet	<u>\$3.00</u>	/per sq. yd.	
2.3	Removal of VCT	<u>\$4.05</u>	/per sq. yd.	<u>\$0.45/per sq. ft.</u>
2.4	Removal of carpet glue down	<u>\$1.75</u>	/per sq. yd.	
2.5	Removal of carpet stretch	<u>\$2.50</u>	/per sq. yd.	
2.6	Remove existing base	<u>\$0.10</u>	/per lin.ft.	
2.7	Floor Preparation			
2.7.1	Light	<u>\$2.70</u>	/per sq. yd.	<u>\$0.30/per sq.ft.</u>
2.7.2	Heavy	<u>\$4.50</u>	/per sq. yd.	<u>\$0.50/per sq.ft</u>
2.8	Move/lift standard furniture	<u>\$3.00</u>	/per sq. yd.	
2.9	Modular furniture lift	<u>\$8.00</u>	/per sq. yd.	

**DIVERSIFIED FLOORING SERVICES, 7898 E. ACOMA SUITE #107, SCOTTSDALE, AZ 85260**

Terms: 2% 10 Days Net 30

Vendor Number: W000002561 X

Telephone Number: 480/967-7600

Fax Number: 480/967-4700

Contact Person: David Stanton

E-mail Address: ~~dstanton@diversefloors.com~~ [dstanton@dfsaz.com](mailto:dstanton@dfsaz.com)

Certificates of Insurance Required

Contract Period: To cover the period ending ~~May March~~ **31, 2013 2016.**

## FLOOR COVERING INSTALLATION AND REMOVAL

### 1.0 INTENT:

The intent of this Invitation for Solicitation is to establish a listing of qualified suppliers/installers for various types of floor coverings (including but not limited to woven carpeting, tufted carpeting, carpet tiles, resilient floor tile, and linoleum and sheet vinyl). **Pricing shall include complete installation and removal, if required, of all product(s).** This is a requirements contract.

Multiple awards (listing of qualified vendors) will be made. At the time a requirement is identified, requests for quotation will be issued to each qualified vendor. For requirements under nominal value (**\$5,000**), the prices on the pricing page (Attachment A) will be utilized. All other award(s) on quotes will be made to the vendor meeting specification and offering the lowest pricing.

Other governmental entities under agreement with the County may have access to services provided hereunder (see also Sections 2.19 and 2.20, below).

The County reserves the right to re-solicit 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 BIDDERS SHALL BE AUTHORIZED DISTRIBUTORS OF THE MAJOR COMPONENTS OF ANY SUBMISSION (PER SPECIFIC RFQ- Requests for Quotations).
- 2.2 Vendors assigned to this qualifying contract shall be asked to provide pricing when presented with a scope of work (specifications) for all types of interior floor coverings. The request will list the size, type, color, and delivery requirements for the floor covering from the requesting agency; this will be faxed / mailed to the vendor under a Request for Quotation specification sheet. The vendor is responsible for including the installation costs on the quote. It is mandatory that each vendor respond with either "will quote this product" or "will not quote this product". The purpose of this requirement is to keep accurate auditable records.
- 2.3 The vendor is required to notify Facilities Management Department (FMD) should it receive a request for pricing of floor coverings that is **NOT** initiated by FMD. This requirement is to keep floor coverings standardized throughout the County.
- 2.4 Consistent decline of request for price quote requests by a vendor or consistent non-compliance with delivery times shall cause the County to review the file and a determination made for default of contract. Failure to respond may be cause for removal from this contract
- 2.5 All products must meet or exceed the Carpet and Rug Institute's "Green Label" criteria and contain recycled, renewable, and/or reusable materials as much as practicable. Carpet shall be made of 100% premium nylon face yarn. Materials for carpet backing and cushioning must contain natural fibers, polyolefin, polyvinyl butryal (PVB), polypropylene, polyurethane, or urethane. Proof of CRI certification must be submitted with qualifying documents. Carpets that use recycled materials shall be specified. Carpet shall comply with RCRA Section 6002.
- 2.6 Vendors must be able to provide/meet the following:
  - 2.6.1 Carpet Tile, 18 oz minimum and 5,000 minimum density.
    - 2.6.1.1 Severe traffic level, random or geometric pattern design
    - 2.6.1.2 Heavy traffic level, random or geometric pattern design

- 2.6.1.3 Moderate traffic level, random or geometric pattern design
- 2.6.2 Carpet Tile, 24 oz minimum and 5,000 minimum density
  - 2.6.2.1 Severe traffic level, random or geometric pattern design
  - 2.6.2.2 Heavy traffic level, random or geometric pattern design
  - 2.6.2.3 Moderate traffic level, random or geometric traffic design
- 2.6.3 ~~6 ft.~~ or 12 ft. Broadloom Unitary type backing 26 oz 5000 minimum density solution or yarn dyed.
  - 2.6.3.1 26 oz type 6.0 nylon, unitary type backing, 5000 min density heathered finish.
  - 2.6.3.2 26 oz type 6.0 nylon, unitary type backing, 5000 min density multicolor/graphic loop.
  - 2.6.3.3 26 oz type 6.6 cationic, unitary type backing, 5000 min density Multicolor / graphic loop.
  - 2.6.3.4 26 oz type 6.6 cationic, unitary type backing, 5000 min density pattern goods.
  - 2.6.3.5 Add for moisture barrier backing that passes British Spill Test.
- 2.6.4 Other Flooring:
  - 2.6.4.1 Entry way/walk off carpet tile.
  - 2.6.4.2 VCT, 1/8" gauge 12x12 with product both through color and through pattern.
  - 2.6.4.3 Sheet Vinyl, inlaid standard colors 6ft goods.
  - 2.6.4.4 Rubber cove base 1/8" gauge standard colors.
  - 2.6.4.5 Cushion back carpet tile

## 2.7 PROJECT WORK AND TIME AND MATERIALS

- 2.7.1 Project work shall mean work performed on major projects. Each of the contractors assigned to this contract shall be provided a request for project quotation with a detailed Scope of Work. As such, each contractor MUST submit a response, with award to the lowest compliant quotation of the project. Contractors are not to submit their own project quote sheets. Only County letterhead quote sheets are acceptable. All terms and conditions are those established under this contract
  - 2.7.1.1 This contract may also be used for time and materials work (under **\$5,000**) and priced per hour as bid in the pricing section. The threshold from time and materials to project work shall be **\$5,000.00**. Exceptions to this shall be emergencies that arise and must be dealt with immediately without the time for project quotes. This figure is not firm fixed. The County reserves the right to adjust this figure to a higher-level if deemed in the best interest of the department.
  - 2.7.1.2 The County's project quote sheet will contain the following information:
    - 2.7.1.2.1 The contract serial number and name
    - 2.7.1.2.2 Name and address of site
    - 2.7.1.2.3 FMD site ID number

- 2.7.1.2.4 Requestor
- 2.7.1.2.5 Detailed scope of work
- 2.7.1.2.6 Other information relative to the S.O.W
- 2.7.1.2.7 Line item for project cost
- 2.7.1.2.8 Check box for “will quote” or “will not quote” the project
- 2.7.1.2.9 Deadlines for quote delivery
- 2.7.1.2.10 Signature line for both the County and the Contractor

2.7.2 After site review of the project, all contractors listed under Floor Covering must submit the project quote sheet back to the requestor, either with acceptance and a firm price; or decline 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 shall be required to attend a meeting with the **Office of Procurement Services** Department 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.

2.8 ACCEPTANCE:

Upon successful completion of the product installation, the product shall be deemed accepted and the warranty period begins. All documentation shall be completed prior to final acceptance.

2.9 DELIVERY:

**DELIVERY IS REQUIRED F.O.B. DESTINATION**, freight pre-paid after receipt of Purchase Order, to any delivery location within Maricopa County as specified by the County. Contractor shall indicate on Pricing Documentation (Attachment A) any additional freight or handling charges that would be associated with special shipping and/or handling delivery.

2.10 SAMPLES:

Contractors may be requested to furnish samples of items proposed for examination by the County. Any items so requested shall be furnished within seven (7) working days from the date of request and furnished at no cost to the County and sent to the address designated in the Invitation for Bids. Samples will not be returned.

2.11 INSTALLATION:

The Contractor’s price shall include delivery and complete compliance with the quotation offered.

2.12 WAREHOUSE/DISTRIBUTION CENTER:

The Contractor shall have access to a local warehouse/distribution center capable of providing the goods listed herein at the time of bid submission. Maricopa County reserves the right to inspect such warehouse/distribution center(s) to ensure compliance with terms and conditions of the Invitation for Bids.

2.13 FACILITIES:

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

2.14 WARRANTY:

All products shall carry a minimum 15-year warranty against edge ravel, delaminating and zippering. Warranty repair and/or replacement will be performed at no additional charge to Maricopa County. All warranty periods shall begin upon acceptance by the Using Agency.

**2.15 INVOICES AND PAYMENTS:**

2.15.1 The Contractor shall submit one (1) legible copy 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
- Freight (if applicable)
- Extended price
- Arrival and completion time (if applicable)
- Total Amount Due

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

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

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

**2.16 TAX:**

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

**2.17 DELIVERY:**

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

**2.18 FUEL COST PRICE ADJUSTMENT:**

2.18.1 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.

2.18.2 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.

- 2.18.3 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.
- 2.18.4 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).
- 2.18.5 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.
- 2.18.6 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/>
- 2.18.7 The computation of the fuel surcharge amount shall be determined as follows:
- 2.18.7.1 The fuel cost component from line X.X of 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.
- 2.18.7.2 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.
- 2.18.7.3 The surcharge shall be added as a separate line item to the invoice.

2.19 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.

2.20 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** Department of the County's intention to renew the contract term at least thirty (30) calendar days prior to the expiration of the original contract term.

3.3 PRICE ADJUSTMENTS:

Any requests for reasonable price adjustments must be submitted sixty (60) days prior to the Contract 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 \$2,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.**

3.5.11 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.~~

3.5.12.2 **Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon ten (10) business days. BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**

3.5.12.2.1 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.

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

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

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

3.19 **AUDIT DISALLOWANCES:**

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

3.20 **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 debarment 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 debarment 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) 542-1502 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.

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.**