

SERIAL 10060 S HIGH VOLTAGE ELECTRICAL SERVICES

DATE OF LAST REVISION: March 10, 2014

CONTRACT END DATE: November 30, 2016

CONTRACT PERIOD THROUGH NOVEMBER 30, ~~2013~~ 2016

TO: All Departments
FROM: Department of **Office of Procurement Services**
SUBJECT: Contract for **HIGH VOLTAGE ELECTRICAL SERVICES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **November 17, 2010 (Eff. 12/01/2010)**

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

Wes Baysinger, Chief Procurement Officer
Office of Procurement Services

DW/ao
Attach

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

(Please remove Serial 05046-S from your contract notebooks)

ABM ELECTRICAL POWER SERVICES, 3602 E. SOUTHERN AVENUE SUITE 1, PHOENIX AZ 85040
MET ELECTRICAL TESTING, 3602 E. SOUTHERN AVENUE SUTE 1 & 2, PHOENIX, AZ 85040

RESPONDENT NAME: ABM Electrical Power Services MET Electrical Testing
 ADDRESS: 3602 E. Southern Ave. #1 Phoenix, AZ 85040
 P.O. ADDRESS: _____
 TELEPHONE NUMBER: (602)437-8110 602 430 2283
 FACSIMILE NUMBER: (602)437-3894
 WEB SITE: www.abm.com www.met-test.com
 REPRESENTATIVE: Jason Black Ken Baker Jeff Militello
~~ken.baker@lincofs.com jeff.militello@abm.com~~
 REPRESENTATIVE E-MAIL: Jason.black@abm.com

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

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

NET 30 DAYS 2% 10 DAYS NET 30 DAYS 5% 30 DAYS NET 31 DAYS

1ST CALL

Group 1 Services

Title	Business Hours	After Hours	Weekends/Holidays	Bidder Notes
General Foreman	\$125.00	\$156.75	\$187.50	This is a rate for NETA Certified Third Party Electrical Testing Project Manager and or Professional Engineer.
Foreman	\$115.00	\$143.75	\$172.50	This is the rate for NETA Certified Third Party Electrical Testing degreed Field Engineer or Consulting Engineer.
Lineman	\$95.00	\$118.75	\$142.50	This is the rate for NETA Certified Third Party Electrical testing LEAD NETA LEVEL III Relay Test Technician.
Cable Splicer	\$89.00	\$111.25	\$133.50	This is the rate for NETA Certified Third Party Electrical testing NETA LEVEL III Test Technician and Switchgear Technician.
Journeyman Electrician	\$66.00	\$99.00	\$122.00	This is the rate for NETA Certified Third Party Electrical testing NETA LEVEL II Test Technician and Switchgear Technician.
Apprentice	\$45.00	\$67.50	\$90.00	This is the rate for NETA Certified Third Party Electrical testing NETA LEVEL I Test Technician and Switchgear Technician in training.
Groundman	\$45.00	\$67.50	\$90.00	This is the rate for NETA Certified Third Party Electrical testing NETA LEVEL I Test Technician and Switchgear Technician in training and / or Safety Watch.

ABM ELECTRICAL POWER SERVICES, 3602 E. SOUTHERN AV ENUE SUITE 1, PHOENIX 85040
MET ELECTRICAL TESTING, 3602 E. SOUTHERN AVENUE SUTE 1 & 2, PHOENIX, AZ 85040

Group 2 Services

Title	Business Hours	After Hours	Weekends/Holidays	Bidder Notes
General Foreman	\$60.00	\$75.00	\$90.00	This work would be contracted through a MET qualified High Voltage Electrical Contractor. Prevailing rates would apply.
Foreman	\$52.50	\$65.62	\$78.75	This work would be contracted through a MET qualified High Voltage Electrical Contractor. Prevailing rates would apply.
Lineman	\$52.50	\$65.62	\$78.75	This work would be contracted through a MET qualified High Voltage Electrical Contractor. Prevailing rates would apply.
Cable Splicer	\$45.00	\$56.25	\$67.50	This work would be contracted through a MET qualified High Voltage Electrical Contractor. Prevailing rates would apply.
Journeyman Electrician	\$45.00	\$56.25	\$67.50	This work would be contracted through a MET qualified High Voltage Electrical Contractor. Prevailing rates would apply.
Apprentice	\$24.00	\$30.00	\$36.00	This work would be contracted through a MET qualified High Voltage Electrical Contractor. Prevailing rates would apply.
Groundman	\$24.00	\$30.00	\$36.00	This work would be contracted through a MET qualified High Voltage Electrical Contractor. Prevailing rates would apply.

Materials

Title	Unit	Qty	UofM	Total	Bidder Notes
	Price			Price	
Materials, parts, components, cost plus %	5.00%	1	each	5.00%	MET Electrical Testing would be able to procure any parts needed in maintaining the county's High Voltage Electrical Distribution Equipment.
					MET Electrical Testing can also work with the county's procurement division to aid in getting the best price on rebuilt or new equipment.

NIGP CODE 91082

Vendor Number:

~~W000015954 X~~ **2011002481 0**

Contract Period:

To cover the period ending **November 30, 2013 2016.**

STURGEON ELECTRIC COMPANY INC., 7560 S. WILLOW DR. TEMPE, AZ 85283

RESPONDENT NAME: **Sturgeon Electric Company, Inc.**
 ADDRESS: **2317 W. Huntington Drive Tempe, AZ 85282**
 P.O. ADDRESS:
 TELEPHONE NUMBER: **480-894-0221**
 FACSIMILE NUMBER: **480-894-1091**
 WEB SITE: **www.myrgroup.com**
 REPRESENTATIVE: **Rich Amato**
 REPRESENTATIVE E-MAIL: **RAmato@myrgroup.com**

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	%
<small>(Payment shall be made within 48 hours of utilizing the Purchasing Card)</small>			
<input checked="" type="checkbox"/> NET 30 DAYS	<input type="checkbox"/>	<input type="checkbox"/>	2% 10 DAYS NET 30 DAYS
	<input type="checkbox"/>	<input type="checkbox"/>	5% 30 DAYS NET 31 DAYS

2ND 3RD CALL

Group 1 Services

Title	Business Hours	After Hours	Weekends/Holidays
General Foreman	\$76.55	\$106.77	\$137.02
Foreman	\$65.56	\$90.29	\$114.95
Lineman	\$93.10	\$144.94	\$144.94
Cable Splicer	\$97.08	\$151.52	\$151.52
Journeyman Electrician	\$59.47	\$81.15	\$102.86
Apprentice	\$55.12	\$74.65	\$94.20
Groundman	\$59.66	\$89.72	\$89.72

Group 2 Services

Title	Business Hours	After Hours	Weekends/Holidays
General Foreman	\$106.20	\$166.57	\$166.57
Foreman	\$100.86	\$157.76	\$157.76
Lineman	\$93.10	\$144.94	\$144.94
Cable Splicer	\$97.08	\$151.52	\$151.52
Journeyman Electrician	\$65.56	\$90.29	\$114.95
Apprentice	\$73.20	\$112.09	\$112.09
Groundman	\$59.66	\$89.72	\$89.72

Materials

Title	Unit	Qty	Total
	Price		Price
Materials, parts, components, cost plus %	5.00%	1	5.00%

NIGP CODE 91082

Vendor Number: W000003140 X

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

HILLCREST ELECTRIC, PO BOX 61134, PHOENIX AZ 85082

RESPONDENT NAME: Hillcrest Electric, Inc.
 ADDRESS: 3214 E. Van Buren Phoenix, AZ 85008
 P.O. ADDRESS: P. O. Box 61134 Phoenix, AZ 85082
 TELEPHONE NUMBER: 602-273-0633
 FACSIMILE NUMBER: 267-1566
 WEB SITE: N/A
 REPRESENTATIVE: John A. Parker
 REPRESENTATIVE E MAIL: hillcrest2@cybertrails.com

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	%1

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

NET 30 DAYS 2% 10 DAYS NET 30 DAYS 5% 30 DAYS NET 31 DAYS

2ND CALL

Group 1 Services

Title	Business Hours	After Hours	Weekends/Holidays
General Foreman	\$90.15	\$115.70	\$130.37
Foreman	\$87.60	\$112.38	\$128.90
Lineman	\$83.20	\$106.06	\$121.30
Cable Splicer	\$83.20	\$106.06	\$121.30
Journeyman Electrician	\$83.20	\$106.06	\$121.30
Apprentice	\$81.16	\$103.48	\$118.24
Groundman	\$73.25	\$90.53	\$103.38

Group 2 Services

Title	Business Hours	After Hours	Weekends/Holidays
General Foreman	\$90.15	\$115.70	\$130.37
Foreman	\$87.60	\$112.38	\$128.90
Lineman	\$83.20	\$106.06	\$121.30
Cable Splicer	\$83.20	\$106.06	\$121.30
Journeyman Electrician	\$83.20	\$106.06	\$121.30
Apprentice	\$81.16	\$103.41	\$118.24
Groundman	\$73.25	\$90.53	\$103.38

HILLCREST ELECTRIC, PO BOX 61134, PHOENIX AZ 85082

Title	Unit	Qty	UofM	Total
	Price			Price
Materials, parts, components, cost plus %	5.00%	1	each	5.00%

NIGP CODE ~~9108203, 91082~~

Vendor Number: _____ ~~W000003395 X~~

Contract Period: _____ ~~To cover the period ending November 30, 2013.~~

REMOVED FROM CONTRACT EFFECTIVE NOVEMBER 13, 2013

HIGH VOLTAGE ELECTRICAL SERVICES

1.0 INTENT:

The intent of this Invitation For Bids is to source responsive/responsible contractor(s) to provide high voltage electrical distribution service. The successful contractor(s) must have the ability to work on overhead/underground wires, substations, transformers, and related equipment while energized on an as needed basis. Maricopa County reserves the right to add contractors to this contract throughout its term as required to ensure adequate competition.

The following high voltage repairs and services are listed as a minimum, but not limited to, and any Contractor considering bidding must have the licenses, tools, equipment, materials, and technical ability to perform such. These services are divided into two (2) groups:

GROUP 1

Transformers:
 Addition and/or removal of oil
 Perform double test**
 Perform Turn To Ratio test (TTR)**
 Oil analysis/testing**
 Perform Hypot testing
 Perform Mega-ohm testing
 On-site gasket fabrication**
 Relay and Circuit Breaker testing
 Switchgear repair/replacement/testing**
 Substations, maintenance and repair

GROUP 2

Underground and overhead cables repair and maintenance
 Pole testing
 Hardware and ground wire tightening
 Pole and hardware change-out
 Transition inspection and repairs (i.e., arrestors, cutouts, fuses, jumpers, and connectors)
 Down guy/anchor repair and replacement
 Switching and grounding
 Utility notification and coordination as necessary
 Manhole entry, cleaning, repair, and manhole (underground) cable work
 Distribution panels, repair, inspection, cleaning, and testing

**It is understood some of the services listed above cannot be performed by all high voltage service contractors, and therefore shall be subcontracted to a contractor specializing in that field (~~See Attachment A, PRICING for clarification~~).

Subcontracting for work not related directly to electrical distribution repairs and maintenance is allowed with a mark-up not to exceed five percent (5%).

2.0 TECHNICAL SPECIFICATIONS

- 2.1 High voltage shall be defined as 600V+/- to a maximum 13kV for all County facilities. There are no voltage minimums/maximums for transformers.
- 2.2 Each contractor assigned to this contract shall have the capability of repairing overhead/underground high voltage electrical transmission lines, substations, and transformers, generators while energized. This may not occur on a regular basis, however this requirement is essential should the need arise.
- 2.3 **All testing shall be performed by NETA or NICET certified technicians.**

Each of the Groups listed above is listed in Attachment A, PRICING.

- 2.4 Contractor shall provide all equipment, tools, labor, supervision, materials, transportation, and all effort necessary to carry out the specifications herein.
- 2.5 Service shall be made available to the County 365 days per year.
- 2.6 The labor rates bid shall include all direct labor and burden, equipment, small tools, common expendables and sales tax. Labor rates shall be divided into the following categories:
- REGULAR SERVICE* shall be work performed between 6:00 AM to 6:00 PM, Monday through Friday, excluding County holidays.
- AFTER HOURS* shall be work performed after 6:00 PM and before 6:00 AM the next morning.
- WEEKENDS & HOLIDAYS* shall be work performed Saturday, Sunday, or during any County holiday.
- Response time for a requested service call shall be four (4) hours (on-site) after Contractor receives request from FMD for *REGULAR SERVICE*, and four (4) hour response on-site for calls *AFTER HOURS*. There shall also be a two (2) hour on-site response for any call during *REGULAR* or *AFTER HOURS*, if requested as an EMERGENCY.
- 2.7 Subcontracting for work not related directly to electrical distribution repairs and maintenance is allowed with a mark-up not to exceed five percent (5%).
- 2.8 Equipment that must be rented from another source, or equipment that the contractor owns, will be considered as additional cost and used in the electrical industry for the performance of normal electrical services, such as, but not limited to:
- Backhoes
 - Jackhammers
 - Concrete cutters
 - Excavators
 - Chain hoists
 - Crane
 - Air compressor
 - Portable transformers/generators
- These items shall be allowed an administrative mark-up cost not to exceed five percent (5%).
- 2.9 Due to the 24/7 nature of County operations (health centers, detention centers, court complexes, etc.), response time for a requested repair service call shall be within two (2) to four (4) hours (on-site) after Contractor receives request from FMD. Project work shall be scheduled.
- 2.10 The Contractor shall be responsible for sourcing all electrical parts/components/fixtures necessary in the repair/replacement of high voltage distribution systems. Exceptions are, if in the best interest of the County, to utilize its own electrical commodity contracts to source said supplies.
- 2.11 **PROJECT WORK AND TIME & MATERIALS:**
- 2.11.1 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. Each of the contractors assigned to this contract shall be provided a request for project quote containing a detailed Scope of Work. As such, each contractor shall submit a response, with award granted to the lowest quote for the project. Contractors are not to submit their own project quote sheets (exceptions: if the contractor’s quote sheet has no terms and conditions and no provisions for a signature from the County). If the Contractor’s quote sheet contains any of the aforementioned, only 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, PRICING.

- 2.11.2 A construction tax may be applied to the total project cost. This is calculated at 65% of the retail tax rate applied to the combined labor and materials associated with project work. If project work, do not itemize labor and materials. **ALL CONSTRUCTION TAXES SHALL BE A COMPONENT OF THE TOTAL PROJECT COST AND NOT A SEPARATE LINE ITEM.**
- 2.11.3 The County's project quote sheet will contain the following information:
- The contract serial number and name;
 - Name and address of site;
 - FMD site ID number;
 - Detailed scope of work,
 - Other information relative to the SOW,
 - Project cost line item,
 - Check box for "will quote" or "will not quote" the project,
 - Deadlines for quote delivery,
 - Signature line for both the County and the Contractor
- 2.11.4 After a site review of the project, all contractors listed under this contract must submit the project quote sheet back to the County within the specified time frame, 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** 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.
- 2.11.5 The submitted project price quote is to be all-inclusive. That is, any cost overruns to be absorbed by the Contractor, or cost savings to be additional profit. Exceptions to this are changes requested by the County that incur higher project cost and longer delays. All change orders to a project must be in writing, referencing the contract serial number, and approved by FMD (or County user agency if request was made by them) prior to any authorization to proceed. The Contractor who fails to acquire change orders in writing runs the risk of incurring these additional costs without payment. ALL contractors are to have an equal opportunity to quote on project work.
- 2.11.6 Dependent upon 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 and who submit a project quote will be considered "non-responsive".
- 2.11.7 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.
- 2.11.8 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 firm fixed. Exceeding this amount requires written approval from the County.
- 2.11.9 Each bidder shall be ranked as first call, second call, third call, and so on for time and materials. The contractor of record having the lowest labor bid shall be called first by the requesting department for time and materials service. If the vendor is unable to respond in the time parameters, the requesting agency shall proceed to the next lowest bidder. The County must document this via a rank call log. Consistent decline of service requests by a vendor or consistent non-compliance with response time specifications shall cause the County to review the file and a determination made for default of contract.

2.12 EMPLOYEES OF THE CONTRACTOR:

No one except authorized employees of the Contractor is allowed on the premises of Maricopa County its buildings or complexes. 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 or authorized subcontractor.

2.13 REMOVAL OF CONTRACTOR'S EMPLOYEES:

The Contractor agrees to utilize only experienced, responsible and capable people in the performance of the work. The County may require that the Contractor remove from the job covered by this contract, employees who endanger persons or property or whose continued employment under this contract is inconsistent with the best interest of Maricopa County.

2.14 INVOICING:

After completion of services, the Contractor shall submit an invoice to the County:

All invoicing for Time and Materials shall include:

- Purchase order number or P-card notation;
- Terms as bid;
- Contract serial number;
- Job site name and address, with FMD site number;
- Description of work performed;
- Total labor hours;
- Labor rate as bid;
- Itemized parts;
- Tax on parts only;
- Total

Rented equipment charges (must attach invoice from rental firm). The contractor shall not add additional sales tax other than what the rental firm has posted. If rented equipment requires a supply of fuel, the cost of fuel is allowed but only at the prevailing rates.
Tax on parts/materials only;

All invoicing for Project work shall include:

- Purchase order number or P-card notation;
- Terms as bid;
- Contract serial number;
- Job site name and address, with FMD site number;
- Project description,
- Project cost,
- Change order cost (if applicable)
- If change orders have been implemented – must be separately line-itemed priced,
- Grand total of invoice.

Invoicing that does not have all the required information as listed above, will be sent back for corrections, delaying payment to the Contractor.

2.15 TAX:

Taxes shall be imposed on materials purchased by the County. No tax shall be levied against labor (except as noted). Bid pricing to include all labor, overhead, tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the bidder to determine any and all taxes and include the same in bid price.

2.16 CONTRACTOR REQUIREMENTS:

2.16.1 The contractor(s) assigned to this contract shall have the following as minimum requirements of this bid. Contractor shall provide proof of each with your bid package:

- (a) State of Arizona, Registrar of Contractors license for electrical and transmission lines A-17. (Utility companies are exempt from licensing requirement).
- (b) The Contractor must have been in the high voltage repair business a minimum five (5) consecutive years, and completely familiar with the specified requirements and methods needed for proper performance of this contract.
- (c) Employees of the Contractor assigned to working on energized distribution equipment must have on staff electrical journeymen technicians who have completed a State of Arizona approved electrical lineman apprenticeship program or equivalent. Provide on your letterhead a statement to that effect.

A minimum of three (3) fully stocked service trucks utilized in the high voltage business. The Contractor's service truck fleet shall carry sufficient supply of test equipment, tools, materials, and parts etc., needed to perform high voltage electrical power services.

- (d) Due to the nature of overhead electrical work, it shall be a requirement that the contractor assigned to this contract have ownership of at least one (1) bucket truck of sufficient size, reaching a minimum of thirty-five (35) feet, which is reliable and maintained on a regular basis.
- (e) Submit existing safety histories including violations or lost time accidents for the past five (5) years.

These requirements shall be verified after bid submittals and prior to award via the due diligence process of the Facilities Management Department.

2.17 SPECIAL CONTRACTOR REQUIREMENTS:

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

2.17.2 The Contractor shall perform the work in a way to minimize disruption to the normal operation of building tenants. Upon completion of work the Contractor is responsible for cleaning and removing from the job site all debris, materials, and equipment associated with the work performed.

2.17.3 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 deducted from the monies due the Contractor.

2.17.4 In the event the work performance of the Contractor is unsatisfactory, the Contractor will be notified by the County and be given one day to correct the work. Labor for all re-work will be at no cost to the County.

2.18 DELIVERY:

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

2.19 DISPOSAL OF CONTAMINATED TRANSFORMER OILS:

Contractor shall follow all EPA regulations and ordinances regarding the disposal of contaminated oils from transformers. The disposal process shall involve the contractor and a certified EPA disposal firm specializing in such activities. The cost of this service shall be billed back to the County with a not-to-exceed 5% markup. The disposal firm's invoice shall accompany the Contractor's invoice along with the disposal manifest.

2.20 COMPLIANCE WITH FEDERAL, STATE AND LOCAL REGULATIONS

2.20.1 All work must comply with EPA, OSHA, and any local regulations in effect at each service occurrence.

2.20.2 Contractor shall adhere to all regulations, rules, ordinances, and standards set by Federal, State, County, and Municipal governments.

2.20.3 If the Contractor is found to be not in compliance with said Federal, State, County, and/or Municipal safety rules, ordinances, policy, procedure, or codes, the Contractor may be placed on suspension until such non-compliant issues are rectified to the satisfaction of the Facilities Management Department.

2.21 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 state so 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.

2.22 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)

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

3.0 **CONTRACTUAL TERMS & CONDITIONS:**

3.1 CONTRACT TERM:

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

3.2 OPTION TO RENEW:

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

3.3 PRICE ADJUSTMENTS:

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

3.4 INDEMNIFICATION:

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

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

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

3.5 INSURANCE:

3.5.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of **A+ A-**, VII or higher. 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 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.

3.5.8 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.

3.5.9 Workers' Compensation:

3.5.9.1 **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.**

3.5.9.2 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.

3.5.10 Certificates of Insurance.

3.5.10.1 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.

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

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

3.5.11 Cancellation and Expiration Notice.

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

3.6 PROCUREMENT CARD ORDERING CAPABILITY:

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

3.7 INTERNET ORDERING CAPABILITY:

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

3.8 ORDERING AUTHORITY.

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

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

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

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

3.9 REQUIREMENTS CONTRACT:

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

3.9.2 County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

3.9.3 Contractors agree to accept verbal notification of cancellation from the **Office of Procurement Services** Procurement Officer with written notification to follow. By

submitting a bid in response to this Invitation for Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

3.10 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

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

3.11 TERMINATION FOR DEFAULT:

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

3.12 TERMINATION BY THE COUNTY:

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

3.13 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

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

3.14 OFFSET FOR DAMAGES;

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

3.15 ADDITIONS/DELETIONS OF SERVICE:

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

3.16 SUBCONTRACTING:

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

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

3.17 **AMENDMENTS:**

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

3.18 **RETENTION OF RECORDS:**

The Contractor agrees to retain all financial books, records, and other documents relevant to a Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the County shall have full access to, and the right to examine, copy and make use of, any and all said materials.

3.19 **ADEQUACY OF RECORDS:**

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

3.20 **AUDIT DISALLOWANCES:**

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

3.21 **VALIDITY:**

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

3.22 **RIGHTS IN DATA:**

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

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

3.26.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 3.26.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

~~3.27 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, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both **Office of Procurement Services** and the using agency of any and all changes concerning permits, insurance or licenses.

3.28.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain 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.