SERIAL 12088 S PLUMBING SERVICES

DATE OF LAST REVISION: November 18, 2016 CONTRACT END DATE: October 31, 2018

CONTRACT PERIOD THROUGH OCTOBER 31, ~~2015~~ 2018

TO: All Departments

FROM: Office of Procurement Services

SUBJECT: Contract for **PLUMBING 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 **October 17, 2012 (Eff. 11/01/12).**

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.

Kevin Tyne

Kevin Tyne, Chief Procurement Officer
Office of Procurement Services

LA/**at**
Attach

Copy to: Office of Procurement Services
~~Janet Palacino, Facilities Management~~
Don Jeffery, Facilities Management

(Please remove Serial 09048-S from your contract notebooks)

EAGLE SERVICES, 1245 N. MCQUEEN RD, GILBERT, AZ 85233

COMPANY NAME:	**Eagle Plumbing Services, LLC**
DOING BUSINESS AS (DBA) NAME:	**Eagle Services**
MAILING ADDRESS:	**1245 N. McQueen Rd, Gilbert, AZ 85233**
REMIT TO ADDRESS:	**1245 N. McQueen Rd, Gilbert, AZ 85233**
TELEPHONE NUMBER:	**480-659-4942**
FACSIMILE NUMBER:	**480-659-4923**
WEB SITE:	**eagleplumbingandair.com**
REPRESENTATIVE NAME:	**Larry March**
REPRESENTATIVE TELEPHONE NUMBER:	**480-659-4942**
REPRESENTATIVE E-MAIL:	**lmarch@eagleplumbing.net**

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	☑	☐	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	☑	☐	

FUEL COMPRISES (if section for fuel price adjustment is located in the solicitation document) **13**% OF TOTAL BID AMOUNT

☑ NET 30 DAYS

FOURTH CALL

Per Hour				
Title	**Regular Hours**	**After Hours**	**Weekends & Holidays**	**Bidder Notes**
Plumber - 1 hour minimum	$85.00	$127.50	$125.50	
Plumber Helper - 1 hour minimum	$60.00	$90.00	$90.00	
Electric/Mechanical Cable Service - each service	$125.00	$167.50	$167.50	
Hydrojet service less than 4" (rootering) - each service	$145.00	$187.50	$187.50	
Hydrojet service ~~less~~ **greater** than 4" (rootering) - each service	$205.00	$307.50	$307.50	
Hydrojet service less than 4" (rootering) - each additional hour	$135.00	$202.50	$202.50	
Hydrojet service ~~less~~ **greater** than 4" (rootering) - each additional hour	$190.00	$285.00	$285.00	
Trip Charge - per occurrence	$60.00	$90.00	$90.00	
Camera Service (w/ operator) - Per Hour	$150.00	$225.00	$225.00	
Leak Detection Service (w/operator) - per hour	$185.00	$277.50	$277.50	
Hydrant Service - per hour	$0.00	$0.00	$0.00	Service not provided

EAGLE SERVICES, 1245 N. MCQUEEN RD, GILBERT, AZ 85233

Equipment				
Title	**Unit Price**	**Qty**	**UofM**	**Bidder Notes**
Backhoe - OWNED	$0.00	1	hour	**If Rented - insert the letters: PR**: PR
Jack Hammer - OWNED	$0.00	1	hour	**If Rented - insert the letters: PR**: PR
Concrete Cutter - OWNED	$0.00	1	hour	**If Rented - insert the letters: PR**: PR
Labor, Supplies, Fuel and Subcontracted Services				
Title	**Unit Price**	**Qty**	**UofM**	**Bidder Notes**
Labor, for services outside the scope of contract - per hour	$105.00	1	hour	
Plumbing supplies, parts, components, fixtures, etc., cost plus	20.00%	1	each	**If Rented - insert the letters: PR**: PR
Fuel Costs Comprise what % of your hourly labor rate	13.00%	1	each	
Mark up for subcontracted services per section 2.19	10.00%	1	each	

PRICING SHEET: NIGP CODE 91060

Vendor Number: 2011002409 0

Certificates of Insurance Required

Contract Period: To cover the period ending **October 31,** ~~2015~~ **2018.**

SERIAL 12088-S

HERNANDEZ COMPANIES, INC., 3734 E. ANNE STREET, PHOENIX, AZ 85040

COMPANY NAME:	**Hernandez Companies, Inc.**
DOING BUSINESS AS (DBA) NAME:	**N/A**
MAILING ADDRESS:	**3734 East Anne Street Phoenix, AZ 85040**
REMIT TO ADDRESS:	**3734 East Anne Street Phoenix, AZ 85040**
TELEPHONE NUMBER:	**602-438-7825**
FACSIMILE NUMBER:	**602-438-6558**
WEB SITE:	**www.Hernandezcompanies.com**
REPRESENTATIVE NAME:	**Denise Hernandez**
REPRESENTATIVE TELEPHONE NUMBER:	**602-438-7825**
REPRESENTATIVE E-MAIL:	**info@hernandezcompanies.com: dreyes@hernandezcompanies.com**

****Please copy Dianna Reyes when sending Work Order Request****

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	☑	☐	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	☑	☐	

FUEL COMPRISES (if section for fuel price adjustment is located in the solicitation document) **1**% OF TOTAL BID AMOUNT

☑ 2% 10 DAYS NET 30 DAYS

FIRST CALL

Per Hour			
Title	**Regular Hours**	**After Hours**	**Weekends & Holidays**
Plumber - 1 hour minimum	$52.00	$78.00	$78.00
Plumber Helper - 1 hour minimum	$28.00	$42.00	$42.00
Electric/Mechanical Cable Service - each service	$110.00	$162.00	$162.00
Hydrojet service less than 4" (rootering) - each service	$180.00	$232.00	$232.00
Hydrojet service ~~less~~ **greater** than 4" (rootering) - each service	$230.00	$282.00	$282.00
Hydrojet service less than 4" (rootering) - each additional hour	$90.00	$116.00	$116.00
Hydrojet service ~~less~~ **greater** than 4" (rootering) - each additional hour	$115.00	$141.00	$141.00
Trip Charge - per occurrence	$52.00	$78.00	$78.00
Camera Service (w/ operator) - Per Hour	$127.00	$153.00	$153.00

HERNANDEZ COMPANIES, INC., 3734 E. ANNE STREET, PHOENIX, AZ 85040

Equipment				
Title	**Unit Price**	**Qty**	**UofM**	**Bidder Notes**
Backhoe - OWNED	$0.00	1	hour	**If Rented - insert the letters: PR**: PR
Jack Hammer - OWNED	$35.00	1	hour	**If Rented - insert the letters: PR**: Owned
Concrete Cutter - OWNED	$50.00	1	hour	**If Rented - insert the letters: PR**: Owned

Labor, Supplies, Fuel and Subcontracted Services				
Title	**Unit Price**	**Qty**	**UofM**	**Bidder Notes**
Labor, for services outside the scope of contract - per hour	$52.00	1	hour	
Plumbing supplies, parts, components, fixtures, etc., cost plus	20.00%	1	each	**If Rented - insert the letters: PR**: 20%
Fuel Costs Comprise what % of your hourly labor rate	1.00%	1	each	
Mark up for subcontracted services per section 2.19	10.00%	1	each	

PRICING SHEET: NIGP CODE 91060

Vendor Number: 2011001559 0

Certificates of Insurance Required

Contract Period: To cover the period ending **October 31,** ~~2015~~ **2018.**

SERIAL 12088-S

IRONTREE CONSTRUCTION INC, 4723 E INGRAM ST #101, MESA, AZ 85205

COMPANY NAME:	**Irontree Construction, Inc.**
DOING BUSINESS AS (DBA) NAME:	
MAILING ADDRESS:	**4723 East Ingram St #101, Mesa, AZ 85205**
REMIT TO ADDRESS:	**4723 East Ingram St #101, Mesa, AZ 85205**
TELEPHONE NUMBER:	**480-969-9966**
FACSIMILE NUMBER:	**480-969-4455**
WEB SITE:	**www.irontree.net**
REPRESENTATIVE NAME:	**Gregory L Williams**
REPRESENTATIVE TELEPHONE NUMBER:	**480-969-9966**
REPRESENTATIVE E-MAIL:	**greg@irontree.net**

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	☑	☐	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	☑	☐	

FUEL COMPRISES (if section for fuel price adjustment is located in the solicitation document) **3.0**% OF TOTAL BID AMOUNT

☑ NET 45 DAYS

SECOND CALL

Per Hour			
Title	**Regular Hours**	**After Hours**	**Weekends & Holidays**
Plumber - 1 hour minimum	$58.00	$87.00	$87.00
Plumber Helper - 1 hour minimum	$29.00	$43.50	$43.50
Electric/Mechanical Cable Service - each service	$120.00	$180.00	$180.00
Hydrojet service less than 4" (rootering) - each service	$175.00	$263.00	$263.00
Hydrojet service ~~less~~ **greater** than 4" (rootering) - each service	$230.00	$345.00	$345.00
Hydrojet service less than 4" (rootering) - each additional hour	$90.00	$135.00	$135.00
Hydrojet service ~~less~~ **greater** than 4" (rootering) - each additional hour	$120.00	$180.00	$180.00
Trip Charge - per occurrence	$82.00	$123.00	$123.00
Camera Service (w/ operator) - Per Hour	$125.00	$188.00	$188.00

IRONTREE CONSTRUCTION INC, 4723 E INGRAM ST #101, MESA, AZ 85205

Leak Detection Service (w/operator) - per hour **SECOND CALL**	$160.00	$240.00	$240.00

Equipment				
Title	**Unit Price**	**Qty**	**UofM**	**Bidder Notes**
Backhoe - OWNED	$125.00	1	hour	**If Rented - insert the letters: PR**: PR
Jack Hammer - OWNED	$30.00	1	hour	**If Rented - insert the letters: PR**: PR
Concrete Cutter - OWNED	$0.00	1	hour	**If Rented - insert the letters: PR**: PR
Concrete Cutter - OWNED	$105.00	1	hour	**If Rented - insert the letters: PR**: PR

Labor, Supplies, Fuel and Subcontracted Services				
Title	**Unit Price**	**Qty**	**UofM**	**Bidder Notes**
Labor, for services outside the scope of contract - per hour	$58.00	1	hour	
Plumbing supplies, parts, components, fixtures, etc., cost plus	25.00%	1	each	**If Rented - insert the letters: PR**: PR
Fuel Costs Comprise what % of your hourly labor rate	3.00%	1	each	
Mark up for subcontracted services per section 2.19	10.00%	1	each	

PRICING SHEET: NIGP CODE 91060

Vendor Number: 2011002410 0

Certificates of Insurance Required

Contract Period: To cover the period ending **October 31, ~~2015~~ 2018.**

SERIAL 12088-S

REDDI SERVICES, 3025 W WELDON AVE, PHOENIX, AZ 85017

COMPANY NAME:	**Reddi Services**
DOING BUSINESS AS (DBA) NAME:	
MAILING ADDRESS:	**3025 W Weldon Ave, Phoenix, AZ 85017**
REMIT TO ADDRESS:	**3025 W Weldon Ave, Phoenix, AZ 85017**
TELEPHONE NUMBER:	**602-385-1919**
FACSIMILE NUMBER:	**602-254-3445**
WEB SITE:	**www.reddiservices.com**
REPRESENTATIVE NAME:	~~Alfredo Zapata~~ **Donald Matta**
REPRESENTATIVE TELEPHONE NUMBER:	~~602-768-2102~~ **602-723-0327**
REPRESENTATIVE E-MAIL:	~~alfredo@reddiservices.com~~ **donald@reddiservices.com**

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	☑	☐	**0.00**
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	☑	☐	

☑ NET 30 DAYS

THIRD CALL

Per Hour

Title	Regular Hours	After Hours	Weekends & Holidays
Plumber - 1 hour minimum	$59.00	$88.50	$88.50
Plumber Helper - 1 hour minimum	$29.00	$43.50	$43.50
Electric/Mechanical Cable Service - each service	$109.00	$163.50	$163.50
Hydrojet service less than 4" (rootering) - each service	$145.00	$185.00	$185.00
Hydrojet service greater than 4" (rootering) - each service	$175.00	$245.00	$245.00
Hydrojet service less than 4" (rootering) - each additional hour	$99.00	$129.00	$129.00
Hydrojet service ~~less~~ **greater** than 4" (rootering) - each additional hour	$125.00	$187.50	$187.50
Trip Charge - per occurrence	$50.00	$75.00	$75.00
Camera Service (w/ operator) - Per Hour	$125.00	$149.50	$149.50

Leak Detection Service (w/operator) - per hour ***FIRST CALL***	$125.00	$149.50	$149.50

Equipment

Title	Unit Price	Qty	UofM	Bidder Notes
Backhoe - OWNED	$119.00	1	hour	**If Rented - insert the letters: PR**: OWNED
Jack Hammer - OWNED	$40.00	1	hour	**If Rented - insert the letters: PR**: OWNED

REDDI SERVICES, 3025 W WELDON AVE, PHOENIX, AZ 85017

Concrete Cutter - OWNED	$40.00	1	hour	**If Rented - insert the letters: PR**: OWNED

Labor, Supplies, Fuel and Subcontracted Services				
Title	**Unit Price**	**Qty**	**UofM**	**Bidder Notes**
Labor, for services outside the scope of contract - per hour	$69.00	1	hour	
Plumbing supplies, parts, components, fixtures, etc., cost plus	25.00%	1	each	**If Rented - insert the letters: PR**: OWNED
Fuel Costs Comprise what % of your hourly labor rate	3.00%	1	each	
Mark up for subcontracted services per section 2.19	10.00%	1	each	

PRICING SHEET: NIGP CODE 91060

Vendor Number: 2011002204 0

Certificates of Insurance Required

Contract Period: To cover the period ending **October 31, ~~2015~~ 2018.**

WJ MALONEY PLUMBING, 9119 N 7TH ST, PHOENIX, AZ 85020

COMPANY NAME:	**W.J. Maloney Plumbing Co., Inc.**
DOING BUSINESS AS (DBA) NAME:	**W.J. Maloney Plumbing, Heating and Cooling**
MAILING ADDRESS:	**9119 North 7th Street, Phoenix, AZ 85020**
REMIT TO ADDRESS:	**9119 North 7th Street, Phoenix, AZ 85020**
TELEPHONE NUMBER:	**602-944-5516**
FACSIMILE NUMBER:	**602-944-4068**
WEB SITE:	**www.wjmaloney.com**
REPRESENTATIVE NAME:	**Kathryn J. Langmade**
REPRESENTATIVE TELEPHONE NUMBER:	**602-792-3406**
REPRESENTATIVE E-MAIL:	**klangmade@wjmaloney.com**

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	☑	☐	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	☑	☐	

FUEL COMPRISES (if section for fuel price adjustment is located in the solicitation document) **5**% OF TOTAL BID AMOUNT

☑ NET 30 DAYS

FIFTH CALL

Per Hour			
Title	**Regular Hours**	**After Hours**	**Weekends & Holidays**
Plumber - 1 hour minimum	$93.00	$110.00	$130.00
Plumber Helper - 1 hour minimum	$36.00	$36.00	$36.00
Electric/Mechanical Cable Service - each service	$186.00	$220.00	$260.00
Hydrojet service less than 4" (rootering) - each service	$210.00	$245.00	$285.00
Hydrojet service ~~less~~ **greater** than 4" (rootering) - each service	$250.00	$270.00	$290.00
Hydrojet service less than 4" (rootering) - each additional hour	$105.00	$123.00	$143.00
Hydrojet service ~~less~~ **greater** than 4" (rootering) - each additional hour	$125.00	$135.00	$145.00
Trip Charge - per occurrence	$93.00	$110.00	$130.00
Camera Service (w/ operator) - Per Hour	$125.00	$165.00	$165.00
Leak Detection Service (w/operator) - per hour	$195.00	$235.00	$235.00

WJ MALONEY PLUMBING, 9119 N 7TH ST, PHOENIX, AZ 85020

Hydrant Service - per hour **FIRST CALL**	$93.00	$110.00	$130.00

Equipment

Title	Unit Price	Qty	UofM	Bidder Notes
Backhoe - OWNED	$0.00	1	hour	**If Rented - insert the letters: PR**: PR Will rent and charge a 10% premium on the rental fee
Jack Hammer - OWNED	$0.00	1	hour	**If Rented - insert the letters: PR**: PR will rent and charge a 10% premium on the rental fee
Concrete Cutter - OWNED	$0.00	1	hour	**If Rented - insert the letters: PR**: PR Will rent and charge a 10% premium on the rental fee

Labor, Supplies, Fuel and Subcontracted Services

Title	Unit Price	Qty	UofM	Bidder Notes
Labor, for services outside the scope of contract - per hour	$93.00	1	hour	
Plumbing supplies, parts, components, fixtures, etc., cost plus	20.00%	1	each	**If Rented - insert the letters: PR**: PR All supplies, parts, components, fixtures, et cetera will be cost plus 20%
Fuel Costs Comprise what % of your hourly labor rate	5.00%	1	each	
Mark up for subcontracted services per section 2.19	10.00%	1	each	Any subcontracted service will be marked up 10%

PRICING SHEET: NIGP CODE 91060

Vendor Number: 2011002401 0

Certificates of Insurance Required

Contract Period: To cover the period ending **October 31, ~~2015~~ 2018.**

PLUMBING SERVICES

1.0 INTENT:

The intent of this Invitation for Bids is to secure the services of responsive, responsible contractors to provide comprehensive plumbing services including mechanical clearing of sewer lines within all County-owned facilities under the management of the Facilities Management Department (FMD).

Plumbing services shall include repairs, replacement (or alterations) to water lines, gas lines, sewer lines, storm drains, fire hydrants, water heaters, water conditioning equipment, water appliances, compressed air and vacuum systems, backflow prevention devices, plumbing appliances, and all fixtures, vents, and devices common to the plumbing industry.

Other County departments may use this contract. The Facilities Management Department is not responsible for contract administration for services requested by other County agencies.

Other governmental entities under agreement with the County may have access to services provided hereunder (see also Sections 2.26 and 2.27, below).

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.

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

2.0 SCOPE OF SERVICES:

2.1 CONTRACTOR REQUIREMENTS:

Contractor(s) shall supply all labor, supervision, materials, tools, equipment, and all effort necessary required to repair, retrofit, or the replacement of plumbing systems and products used in the residential, commercial, and detention environments.

2.2 RENTED AND OWNED EQUIPMENT:

Machinery/equipment that will be considered as an additional cost and used indirectly to the plumbing industry for the performance of normal plumbing services, such as, but not limited to:

Backhoes
Jackhammers
Concrete cutters

These items (and other approved equipment), if rented from a rental contractor, will be allowed the rental charge plus an administrative mark-up cost not to exceed five percent (5%). If owned, the equipment shall be charged per the bid rate in Attachment A, PRICING.

2.3 SERVICE HOURS:

REGULAR HOURS 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 and Saturday work.

WEEKENDS & HOLIDAYS shall be work performed during Saturday, Sunday or during any County holiday.

2.4 RESPONSE TIMES:

Response time to all *REGULAR* service work shall be within six (6) hours on-site after Contractor receives request from the County department, with the exception of an emergency request that occurs during REGULAR hours, which shall be two (2) hours. The six hour response time shall carryover the next working day if called into Contractor's office after 12:00 Noon.

SUNDAY AND HOLIDAY request shall have a four (4) hour maximum response time.

2.5 SERVICE WORK AND PROJECT WORK

2.5.1 Service Work:

Service work shall be defined as repairs that are corrective to restore systems or facilities to fully functioning status. Service work will be billed as time and materials and will be directed to the first call contractor. In the event the first call contractor cannot respond, the service will be directed to second call contractor and so forth until a contractor can respond to the service call. Service work must have a work order assigned and provided at the time service is requested. Invoices for service work must contain a completed service ticket indicating hours worked and parts used. Prices for parts used will be included on the invoice or be made available upon request. For service work, sales taxes shall be imposed on the materials only.

2.5.2 Project Work:

(A) Project work shall mean scheduled maintenance performed as system upgrades or new installs to facilities. The Contractor assigned to this contract shall meet with the County department and discuss work requirements. The Contractor shall then develop a detailed written scope of work as a project and present such to the requesting department and the FMD security system administrator. If it estimated that the cost for the project will exceed $5,000, quotes will be solicited from all contractors assigned this contract.

(B) Project quote shall be all-inclusive. One price to perform the entire project. That is, any cost overruns to be absorbed by the Contractor, or cost savings to be additional profit. Exceptions to this are change orders requested by the County that incur a higher project cost and longer delays. All change orders to a project <u>must be in writing</u>, referencing the contract serial number, and approved by the FMD security system administrator 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.

(C) Once submitted, project quotes may not be corrected or withdrawn.

(D) Contractors shall be compensated for additional work requested that is <u>not detailed in the scope</u> via the labor rates bid in Attachment A, PRICING, or another scope of work.

(E) Any applicable taxes imposed shall be included in the <u>project quote</u>. Taxes are NOT to be a separate line item.

(F) Project Ceiling Limits:

Projects that exceed $150,000.00 shall require pre-approval from the Office of Procurement Services. If an emergency occurs, this price ceiling may be lifted if approved by the Office of Procurement Services Procurement Officer assigned to this contract, otherwise, the project may be separately bid outside of this contract document. This to ensure the County receives adequate competition for such work.

2.6 EMERGENCY CALL-OUT WORK:

Emergencies that arise and must be dealt with immediately without the time for project quotes shall require the first ranked contractor to be notified. Emergencies are usually time and materials. The nature of emergency call-outs is unpredictable as far as the extensiveness of the repairs

needed. Some may be simple repairs, while others can be major. Once the emergency is completed, and yet requires additional labor for total completion, the County may provide the opportunity for all the contractors of record to quote the remaining work as a project.

2.7 PLUMBING PARTS, SUPPLIES, COMPONENTS:

The Contractor shall be responsible for sourcing all plumbing parts/components/fixtures necessary in the repair/replacement of plumbing systems. Exceptions are, if in the best interest of the County, to utilize its own plumbing commodity contracts to source said supplies.

Replacement parts/components/fixtures shall be new OEM (if applicable) and with minimum warranty of ninety (90) days, unless longer warranties are available from manufacturers. All labor for repairs shall have a 90-day warranty.

2.8 DRAIN CLEANERS AND CHEMICALS:

The Contractor shall not use any caustic cleaners, acids, de-scaling solutions, or other chemical agents to clean out any sewer line without authority from FMD staff.

2.9 MECHANICAL CLEARING OF PLUMBING LINES (ROOTERING):

2.9.1 General:

This service to be all-inclusive, that is, the flat rate shall include all materials, tools, equipment, labor, supervision, transportation, trip charges, and travel time for a minimum of two hours. Length of rootering run shall be infinite without additional charges.

The purpose of this service shall be for clearing blockages in sanitary sewer/plumbing lines.

2.9.2 Three Types Of Mechanical Clearing To Be Made Available To The County:
(A) Hand held (auger) – Shall be included in the plumber service general labor rate
(B) Electric/mechanical machine (cable) – Separate charge (see below)
(C) Hydrojet (high pressure) – Separate charge (see below)

2.9.3 Hand Held Auger:
This mechanical service shall be included in the general labor bid price and NOT charged as a separate rootering call. The Contractor shall be required to delineate this type of call on his invoice as "*auger blockage*" or a facsimile thereof.

2.9.4 Electric/Mechanical Machine Rootering:
Electric/mechanical machine usage shall be a flat rate, PER SITE, with a two (2) hour minimum stay. This allows ample time for the plumber to assess the job, remove the machine from the truck, set the machine up and clear the line, and reinstall the machine back onto the truck. If the plugged line happens to be caused from two or more different locations within the same building, the Contractor shall consider this the same service and only one cable rootering charge applied.

If a rootering charge for the electric/mechanical machine is imposed to the County, the plumbing labor rate shall NOT be an additional charge. NO OTHER LABOR CHARGES SHALL BE IMPOSED. NO OTHER LABOR CHARGES ARE ALLOWED ON AN ELECTRIC/MECHANICAL ROOTERING CALL.

After two (2) hours of unsuccessful attempts to clear the blockage, the Contractor must notify County staff and a determination made as to what other alternatives can be used. Should this be the case, the Contractor shall bill the County for the one rootering charge only.

The Contractor shall be required to delineate this type of call on his invoice as "*cable blockage*" or a facsimile thereof.

2.9.5 Hydrojet - High Pressure Machine Rootering:

Hydrojetting shall be flat rate, PER SITE, with a two (2) hour minimum stay. This allows for ample time for the Contractor to assess the job, remove the machine from the truck, unplug the line, and reinstall the machine back onto the truck. If the plumber does not have a hydrojet machine in their vehicle, then the County agency shall call-out a contractor with the lowest rate for hydrojetting based on the time and day.

If the plugged line happens to be caused from two or more different locations with the same building, the Contractor shall consider this one service and only one hydrojet rootering charge applied unless the stay is pre-approved over and above the first two hours. There is a line item price for "each additional hour".

If a rootering charge for the hydrojet machine is imposed to the County, the plumbing labor rate shall NOT be an additional Charge. NO OTHER LABOR CHARGES SHALL BE IMPOSED. NO OTHER LABOR CHARGES ARE ALLOWED ON A HYDROJET ROOTERING CALL.

The Contractor shall be required to delineate this type of call on his invoice as "*hydrojet - -clear line*" or a facsimile thereof.

2.9.6 Charge For Use of Electric/Mechanical and Hydrojet Machines For Same Job:
If electric/mechanical rootering is used and is determined unsuccessful, same call, same day, same site (As explained in §2.9.4 above), and the Contractor's plumber AND the County staff agrees to utilize the hydrojet, two charges are allowed:

(A) Charge for electric/mechanical rootering, flat rate and
(B) Charge for hydrojetting, flat rate.

These two charges must be delineated on the invoice and pre-approval from the County annotated.

2.9.7 Broken Sewer Lines And Damage To Contractor's Equipment:
The County shall not be held responsible for broken cables or hoses while either cleaning a line or attempting to unclog one, with the exception of structural defects (broken and/or out of alignment sewer lines). In this case, the County will pay for labor to remove broken cables/hoses, but not to repair or the replacement of damaged equipment. A belly in a sewer line is not considered broken/damaged.

2.10 FIRE HYDRANT SERVICE:

The County owns several fire hydrants located on its property. Only Contractors who are licensed with an A-12 Sewer and Drain license shall be permitted to repair or replace hydrants.

2.11 LEAK DETECTION AND CAMERA SERVICES:

These services priced per hour with operator. This service shall be ranked based on the bid in Attachment A, PRICING as 1st call, 2nd call, and 3rd call.

2.12 DETENTION FACILITIES:

The Maricopa County Sheriff's Office (MCSO) does not allow a service contractor access into a Detention Facility to perform any type of service unless a background check has been completed. Exhibit 3, Detention Facilities Security Guidelines, explains all the necessary requirements of contractors performing work at such facilities. If it is anticipated a plumbing contractor who has staff visiting the site on a consistent basis, these forms will be completed by the person requesting facility access and the background check will be completed prior to approving access.

Once the form is filled out and submitted to FMD, the Contractor shall be notified if approved. If approved, a list of the approved names will be given to the Detention Facility where the work is to be preformed. Only those on the list will be granted access.

For small jobs lasting only a few days or less, the Facilities Maintenance Officer at the facility will complete the background checks.

A pictured ID is required upon entry and must match the name on the approved access list.

2.13 CLEANUP AFTER A JOB:

The Contractor shall ensure all trash generated by work performed (either repairs or retrofitting) shall be removed from the site. Additionally, the Contractor will ensure all disturbances to the area where the Contractor performed work are restored to the same condition prior to start of the job. Such disturbances may include, but not limited to: loose dirt, dislocated gravel; removed vegetation; footprints; old asphalt/concrete; etc. If an inspection reveals that the Contractor fails to clean up after work has been performed, The County will notify the Contractor of the discrepancy and the Contractor will have twenty-four (24) hours to make the needed correction. Should the Contractor still fail to clean the area, the County reserves the right to make other arrangements to have the area cleaned and the County shall deduct the cost from the Contractor's invoicing.

2.14 MORE THAN ONE PLUMBER AND/OR HELPER:

Repair work for plumbing service shall be performed with the use of one (1) plumber. If needed, Contractor may dispatch a plumber's helper (laborer) to aid the plumber. Any additional plumbers or helpers needed for a SPECIFIC job must be pre-approved by the County using agency's authorized representative. The invoice shall delineate some type of notation that the additional plumber/helper has been pre-approved, for example; *extra plumber pr-approved by* '*persons name'*.

2.15 TRIP CHARGES:

Trip charges shall be allowed only to the following sites:

(a) MCSO Lake Aid Stations
(b) County offices located in Gila Bend, AZ
(c) County offices located in Buckeye, AZ

The trip charge shall be imposed as "per occurrence" – not one trip charge to get there and one to leave.

2.16 COMPLIANCE WITH FEDERAL, STATE AND LOCAL SAFETY AND BUILDING CODE REGULATIONS:

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

2.16.2 Contractor shall adhere to all regulations, rules, ordinances, and standards set by Federal, State, County, and Municipal governments pertaining to safety on the job site. Not only for the Contractor's employees, but also County employees and the public.

2.16.3 All plumbing services provided to the County shall follow rules and regulations in accordance with requirements of the governing Plumbing Code. All work by Contractor shall be subject to inspection and approval by requesting County agency. All required building permits, if required, shall be obtained and paid by the Contractor, and invoiced without markup to the County.

2.16.4 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. Continued non-compliance shall result in iteration.

2.17 REQUIRED BACKGROUND CHECKS:

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.

2.18 CONTRACTOR QUALIFICATIONS:

Respondents shall provide proof of the following requirements. Failure to provide such shall render the bid non-responsive:

2.18.1 The Contractor shall be in the commercial plumbing business a minimum six (6) consecutive years, and completely familiar with the specified requirements and methods needed for proper performance of this contract. Proof of this must accompany the bid package.

2.18.2 The Contractor's plumbing staff assigned to this contract shall have a job status of journeyman plumber with a minimum of five (5) years individual plumbing experience. Additionally, the Contractor shall have consistently maintained a minimum of ten (10) full-time journeymen plumbers employed by the firm for the three (3) previous calendar years. Proof of these requirements must accompany bid package. Vendor's response to include, name, year first employed by the firm, and years as a journeyman plumber.

2.18.3 The Contractor's service truck fleet shall carry sufficient supply of plumbing parts, supplies, tools, and equipment to perform routine plumbing services and repairs. The Contractor shall have a minimum of eight (8) service vehicles specifically assigned to the repair of plumbing services and each truck carries an inventory of plumbing parts, tools, and supplies. Proof of such must accompany the bid package.

2.18.4 The Contractor shall have a local shop and/or warehouse in the Phoenix metropolitan area that stocks materials and equipment to keep their trucks supplied daily. Proof of such must accompany bid package.

2.18.5 The Contractor shall have, at a minimum, the following owned equipment in inventory utilized by their firm:

(a) Eight (8) electric cable rootering machines (for 3"-6" lines up to 250′)
(b) Two (2) hydro-jet machines capable of clearing up to 4" line
(c) Two (2) pipe threading machines
(d) One (1) camera unit
(e) One (1) leak detection machine

2.18.6 The firm shall have performed plumbing repairs and retrofits equal in size and scope similar to the following sites in the past five (5) years:

Durango Jail [206,842 square feet]
Southeast Regional Center [133,621 square feet]
Old Courthouse [77,243 square feet]

The bidders shall supply listings (address, city, state, with contact names and phone numbers) of these projects as part of the bid submittal package.

2.18.7 The Contractor shall have current and active licenses issued by the State of Arizona, Registrar of Contractors:

A-12 General Engineering Construction License for sewer, drain, and pipe laying (street) and fire hydrants (For bidders who have such license and can perform fire hydrant repairs/replace)
L-37 Commercial plumbing (This license required or K-37 dual as listed below)
C-37 Residential plumbing (This license optional)
K-37 Or dual licenses (L37 and C37) (This license optional)

Proof of such must accompany bid package.

2.19 **SUBCONTRACTING OF RELATED SERVICES**

The Contractor is authorized a (not to exceed ten per cent (10%)) mark up for subcontracted services that are necessary to the completion of assigned work. Such services may include saw cutting, excavation, line locations and asphalt/concrete replacement. A copy of the invoice for such services shall be included with the Contractors' invoice submitted to Maricopa County for payment.

2.20 USAGE REPORT:

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

2.21 ACCEPTANCE:

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

2.22 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.

2.23 INVOICES AND PAYMENTS:

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

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

- Total Amount Due

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

2.23.3 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 Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (**www.maricopa.gov/finance/**vendors).

2.23.4 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.

2.24 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.

2.25 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.

2.26 FUEL COST PRICE ADJUSTMENT:

2.26.1 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.

2.26.2 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.

2.26.3 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 (10th) 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.

2.26.4 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, Vendor Information). 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).

2.26.5 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.

2.26.6 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/

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

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

2.26.7.2 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.

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

2.27 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.

2.28 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+~~**B**++. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

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

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

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

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

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

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

3.5.8 The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

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 Errors and Omissions Insurance:

Errors and Omissions insurance and, if necessary, Commercial Umbrella insurance, which will insure and provide coverage for errors or omissions of the Contractor, with limits of no less than $1,000,000 for each claim.

3.5.13 Certificates of Insurance.

3.5.13.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with valid and complete certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

3.5.13.2 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.**

3.5.13.2.1 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.

3.5.13.2.2 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.

3.5.14 Cancellation and Expiration Notice.

~~Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.~~ **Applicable to all insurance policies required within the Insurance Requirement of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to Maricopa County. Contractor must provide to Maricopa County, within 2 business days of receipt, if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to Maricopa County Office of Procurement Services and shall be mailed or hand delivered to 320 West Lincoln Street, Phoenix, AZ 85003, or emailed to Procurement Officer noted in solicitation.**

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:

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

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

3.16 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:

3.18.1 In accordance with section MCI ~~367~~ **371** of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and

other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

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

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

3.19 **PUBLIC RECORDS:**

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

3.20 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 statues 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 3.25.1 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 posses 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.

3.30 POST AWARD MEETING:

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