

SERIAL 13046 S HIGHWAY LITTER REMOVAL & DISPOSAL SERVICES

DATE OF LAST REVISION: May 26, 2016

CONTRACT END DATE: May 31, 2017

CONTRACT PERIOD THROUGH MAY 31, 2016

TO: All Departments

FROM: Office of Procurement Services

SUBJECT: Contract for **HIGHWAY LITTER REMOVAL & DISPOSAL SERVICES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **May 22, 2013 (Eff. 06/01/13)**.

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

NP/at
Attach

Copy to: Office of Procurement Services
 Sami Birchard, MCDOT

(Please remove Serial 07043-S from your contract notebooks)

LANDCORP PROPERTY MAINTENANCE 14811 N. KIERLAND BLVD, SUITE 700, SCOTTSDALE, AZ 85254

COMPANY NAME: LandCorp Property Maintenance
 DOING BUSINESS AS (DBA) NAME: LandCorp
 MAILING ADDRESS: 14811 N. Kierland BLVD, Suite 700, Scottsdale, AZ 85254
 REMIT TO ADDRESS: 14811 N. Kierland BLVD, Suite 700, Scottsdale, AZ 85254
 TELEPHONE NUMBER: 480-212-0032
 FACSIMILE NUMBER: 480-212-0033
 WEB SITE: www.landcorp.net
 REPRESENTATIVE NAME: Jamie Johnson-Jennifer Bernitt
 REPRESENTATIVE TELEPHONE NUMBER: 480-212-0032
 REPRESENTATIVE E-MAIL: accounting@landcorp.net jamie@landcorp.net Jennifer@landcorp.net

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

FUEL COMPRISES (if section for fuel price adjustment is located in the solicitation document) **12% OF TOTAL BID AMOUNT**

PAYMENT TERMS:

NET 30 DAYS

Zone Pricing - All Zones Total Centerline Miles = 534.75			
Title	Initial Service	Every 2 Months Service	Description
Zone 1	\$94.00	\$84.00	Total Centerline Miles = 248.02 Centerline Miles = 163.04
Zone 2	\$94.00	\$84.00	Total Centerline Miles = 139.04 Centerline Miles = 43.33
Zone 3	\$94.00	\$84.00	Total Centerline Miles = 113.88 Centerline Miles = 91.14
Zone 4	\$94.00	\$84.00	Total Centerline Miles = 275.96 Centerline Miles = 237.24

Median Pricing - All Zones Total Centerline Miles = 27.67			
Title	Initial Service	Every 2 Months Service	Description
Zone 1 (Median Pricing)	\$95.00	\$90.00	Please provide your pricing Centerline Miles = 19.39
Zone 2 (Median Pricing)	\$95.00	\$90.00	Please provide your pricing Centerline Miles = 4.00
Zone 3 (Median Pricing)	\$95.00	\$90.00	Please provide your pricing Centerline Miles = 3.16
Zone 4 (Median Pricing)	\$95.00	\$90.00	Please provide your pricing Centerline Miles = 1.12

**LANDCORP PROPERTY MAINTENANCE 14811 N. KIERLAND BLVD, SUITE 700, SCOTTSDALE, AZ
85254**

Bag Pick Up - Adopt-A-Highway						
Title	Initial Service	Monthly Service	Every 2 Months Service	Every 3 Months Service	Description	Bidder Notes
Zone 1 (Bag Pick-Up Only)	\$26.00	\$26.00	\$26.00	\$26.00	Please provide your pricing per centerline mile.	Pricing per centerline mile per AAHW work order
Zone 2 (Bag Pick-Up Only)	\$26.00	\$26.00	\$26.00	\$26.00	Please provide your pricing per centerline mile.	Pricing per centerline mile per AAHW work order
Zone 3 (Bag Pick-Up Only)	\$26.00	\$26.00	\$26.00	\$26.00	Please provide your pricing per centerline mile.	Pricing per centerline mile per AAHW work order
Zone 4 (Bag Pick-Up Only)	\$26.00	\$26.00	\$26.00	\$26.00	>Please provide your pricing per centerline mile.	Pricing per centerline mile per AAHW work order

Title	Unit	Qty	UofM	Total	Description	Bidder Notes
	Price			Price		
Zone 1	\$27.00	1	hour	\$27.00	Please provide your pricing per man hour for special cleanups outside the scope of work.	Additional labor services per County request price per man hour
Zone 2	\$27.00	1	hour	\$27.00	Please provide your pricing per man hour for special cleanups outside the scope of work.	Additional labor services per County request price per man hour
Zone 3	\$27.00	1	hour	\$27.00	Please provide your pricing per man hour for special cleanups outside the scope of work.	Additional labor services per County request price per man hour
Zone 4	\$27.00	1	hour	\$27.00	Please provide your pricing per man hour for special cleanups outside the scope of work.	Additional labor services per County request price per man hour

Removal & Disposal of Tires						
Title	Unit	Qty	UofM	Total	Description	Bidder Notes
	Price			Price		
Passenger/Light Truck Tire (off the rim)	\$2.00	1	each	\$2.00	Please provide your Per Tire Amount for 20lbs Tires. See Section 2.4	Tire removal during scheduled litter removal servies
Passenger/Light Truck Tire (on the rim)	\$7.50	1	each	\$7.50	Please provide your Per Tire Amount for 20lbs Tires. See Section 2.4	Tire removal during scheduled litter removal servies

**LANDCORP PROPERTY MAINTENANCE 14811 N. KIERLAND BLVD, SUITE 700, SCOTTSDALE, AZ
85254**

Semi Tires (off the rim)	\$8.50	1	each	\$8.50	Please provide your Per Tire Amount for 100 lbs Tires. See Section 2.4.	Tire removal during scheduled litter removal servies
Semi Tires (on the rim)	\$15.00	1	each	\$15.00	Please provide your Per Tire Amount for 100 lbs Tires. See Section 2.4.	Tire removal during scheduled litter removal servies
Off Road Tires (with or without the rim)	\$278.00	1	ton	\$278.00	Please provide your pricing per ton amount. See Section 2.4	

Excessive Debris Removal & Disposal					
Title	Unit	Qty	UofM	Total	Description
	Price			Price	
Hours Quoted by Project	\$27.00	1	hour	\$27.00	Hours will be quoted by project/hand tools if man hand tools are used. See Section 2.3
Brush Hog, includes operator (4 hr min.)	\$65.00	1	hour	\$65.00	Hours will be quoted by project/hand tools if man hand tools are used. See Section 2.3
Tractor, includes operator (4 hr. min.)	\$98.00	1	hour	\$98.00	Hours will be quoted by project/hand tools if man hand tools are used. See Section 2.3

Fuel Cost Components					
Title	Unit	Qty	UofM	Total	Description
	Price			Price	
Diesel Fuel Cost	12.00%	1	per visit	12.00%	Please provide your Diesel Fuel Cost percentage (average) of the cost per site service. Please see section 2.24 of the solicitation for explanation.
Gasoline Cost	12.00%	1	per visit	12.00%	Please provide your Diesel Fuel Cost percentage (average) of the cost per site service. Please see section 2.24 of the solicitation for explanation.

PRICING SHEET: NIGP CODE 98856

Vendor Number: 2011004675 0

Certificates of Insurance Required

Contract Period: To cover the period ending ~~May 31, 2016~~ **2017**.

PLAN B FACILITY SERVICES, LLC, PO BOX 7758 SURPRISE, AZ 85374

COMPANY NAME: Plan B Facility Services, LLC
 DOING BUSINESS AS (DBA) NAME: _____
 MAILING ADDRESS: PO Box 7758 Surprise, AZ 85374
 REMIT TO ADDRESS: PO Box 7758 Surprise, AZ 85374
 TELEPHONE NUMBER: 623 455 8405
 FACSIMILE NUMBER: 602 391 2443
 WEB SITE: www.planbfacilityservices.com
 REPRESENTATIVE NAME: Danny Gonzales
 REPRESENTATIVE TELEPHONE NUMBER: 602 335 9778
 REPRESENTATIVE E MAIL: info@planbfacilityservices.com

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

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

NET 30 DAYS

Zone Pricing—All Zones Total Centerline Miles = 534.75 (Unit of Measure = Per Centerline Mile)

Title	Initial Service	Every 2 Months Service	DESCRIPTION
Zone 1	\$88.00	\$78.00	Total Centerline Miles = 248.02 Added on Apr 4, 2013. Centerline Miles = 163.04
Zone 2	\$88.00	\$78.00	Total Centerline Miles = 139.04 Added on Apr 4, 2013. Centerline Miles = 43.33
Zone 3	\$88.00	\$78.00	Total Centerline Miles = 113.88 Added on Apr 4, 2013. Centerline Miles = 91.14
Zone 4	\$88.00	\$78.00	Total Centerline Miles = 275.96 Added on Apr 4, 2013. Centerline Miles = 237.24

Median Pricing—All Zones Total Centerline Miles = 27.67 (Unit of Measure = Per Centerline Mile)

Title	Initial Service	Every 2 Months Service	DESCRIPTION
Zone 1 (Median Pricing)	\$50.00	\$40.00	Please provide your pricing. Added on Apr 4, 2013 Centerline Miles = 19.39
Zone 2 (Median Pricing)	\$50.00	\$40.00	Please provide your pricing. Added on Apr 4, 2013 Centerline Miles = 4.00
Zone 3 (Median Pricing)	\$50.00	\$40.00	Please provide your pricing. Added on Apr 4, 2013 Centerline Miles = 3.16
Zone 4 (Median Pricing)	\$50.00	\$40.00	Please provide your pricing. Added on Apr 4, 2013 Centerline Miles = 1.12

PLAN B FACILITY SERVICES, LLC, PO BOX 7758 SURPRISE, AZ 85374

~~Bag Pick Up~~ Adopt A Highway (Unit of Measure = Per Centerline Mile)

Title	Initial Service	Monthly Service	Every 2 Months Service	Every 3 Months Service	DESCRIPTION
Zone 1 (Bag Pick Up Only)	\$10.00	\$10.00	\$10.00	\$10.00	Please provide your pricing. Added on Apr 4, 2013. Please provide your pricing per centerline mile.
Zone 2 (Bag Pick Up Only)	\$10.00	\$10.00	\$10.00	\$10.00	Please provide your pricing. Added on Apr 4, 2013. Please provide your pricing per centerline mile.
Zone 3 (Bag Pick Up Only)	\$10.00	\$10.00	\$10.00	\$10.00	Please provide your pricing. Added on Apr 4, 2013. Please provide your pricing per centerline mile.
Zone 4 (Bag Pick Up Only)	\$10.00	\$10.00	\$10.00	\$10.00	Please provide your pricing. Added on Apr 4, 2013. Please provide your pricing per centerline mile.

~~Other Charges~~

Title	Unit	Qty	UofM	DESCRIPTION
	Price			
Zone 1	\$35.00	1	hour	Please provide your pricing per man hour for special cleanups outside the scope of work.
Zone 2	\$35.00	1	hour	Please provide your pricing per man hour for special cleanups outside the scope of work.
Zone 3	\$35.00	1	hour	Please provide your pricing per man hour for special cleanups outside the scope of work.
Zone 4	\$35.00	1	hour	Please provide your pricing per man hour for special cleanups outside the scope of work.

~~Removal & Disposal of Tires~~

Title	Unit	Qty	UofM	DESCRIPTION
	Price			
Passenger/Light Truck Tire (off the rim)	\$25.00	1	each	Please provide your Per Tire Amount for 20lbs Tires. Added on Apr 4, 2013. Please provide your Per Tire Amount for 20lbs Tires. See Section 2.4
Passenger/Light Truck Tire (on the rim)	\$25.00	1	each	Please provide your Per Tire Amount for 20lbs Tires. Added on Apr 4, 2013. Please provide your Per Tire Amount for 20lbs Tires. See Section 2.4
Semi Tires (off the rim)	\$35.00	1	each	Please provide your Per Tire Amount for 100 lbs Tires. Added on Apr 4, 2013. Please provide your Per Tire Amount for 100 lbs Tires. See Section 2.4.
Semi Tires (on the rim)	\$40.00	1	each	Please provide your Per Tire Amount for 100 lbs Tires. Added on Apr 4, 2013. Please provide your Per Tire Amount for 100 lbs Tires. See Section 2.4.
Off Road Tires (with or without the rim)	\$30.00	1	ton	Please provide your pricing per ton amount. Added on Apr 4, 2013. Please provide your pricing per ton amount. See Section 2.4

PLAN B FACILITY SERVICES, LLC, PO BOX 7758 SURPRISE, AZ 85374

~~-Excessive Debris Removal & Disposal~~

Title	Unit	Qty	UoFM	DESCRIPTION
	Price			
Hours Quoted by Project	\$35.00	1	hour	Hours will be quoted by project/hand tools if man hand tools are used. Added on Apr 4, 2013 Hours will be quoted by project/hand tools if man hand tools are used. See Section 2.3
Brush Hog, includes operator (4 hr min.)	\$70.00	1	hour	Please provide your hourly pricing. Added on Apr 4, 2013. Hours will be quoted by project/hand tools if man hand tools are used. See Section 2.3
Tractor, includes operator (4 hr min.)	\$95.00	1	hour	Please provide your hourly pricing. Added on Apr 4, 2013, Hours will be quoted by project/hand tools if man hand tools are used. See Section 2.3

~~-Fuel Cost Components~~

Title	Unit	Qty	UoFM	DESCRIPTION
	Price			
Diesel Fuel Cost	12.00%	1	per visit	Please provide your Diesel Fuel Cost percentage (average) of the cost per site service. Please see section 2.24 of the solicitation for explanation.
Gasoline Cost	12.00%	1	per visit	Please provide your Diesel Fuel Cost percentage (average) of the cost per site service. Please see section 2.24 of the solicitation for explanation.

PRICING SHEET: NIGP CODE 98856

Vendor Number: _____ 2011003865-0-0

Certificates of Insurance _____ Required

Contract Period: _____ To cover the period ending May 31, 2016.

REMOVED FROM CONTRACT EFFECTIVE 05/22/2014

ADOPT A HIGHWAY LITTER REMOVAL SERVICE OF AMERICA, INC. , 4407 MANCHESTER AVE. #201, ENCINITAS, CA 92024

COMPANY NAME: Adopt A Highway Litter Removal Service of America Inc

DOING BUSINESS AS (DBA) NAME: _____

MAILING ADDRESS: Corporate Office: 4407 Manchester Ave Suite 201 Encinitas CA 92024

REMIT TO ADDRESS: Corporate Office: 4407 Manchester Ave Suite 201 Encinitas CA 92024

TELEPHONE NUMBER: (800) 499 2367/(760) 634 1211

FACSIMILE NUMBER: (760) 634 1258

WEB SITE: www.adoptahighway.net

REPRESENTATIVE NAME: Teryl Macia

REPRESENTATIVE TELEPHONE NUMBER: (858) 756 6229

REPRESENTATIVE E MAIL: tmacia@adoptahighway.net

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

5% 30 DAYS NET 31 DAYS

Zone Pricing—All Zones Total Centerline Miles = 534.75

Title	Initial Service	Every 2 Months Service	Description
Zone 1	\$78.00	\$78.00	Total Centerline Miles = 248.02. Added on Apr 4, 2013: Centerline Miles = 163.04
Zone 2	\$78.00	\$78.00	Total Centerline Miles = 139.04. Added on Apr 4, 2013: Centerline Miles = 43.33
Zone 3	\$78.00	\$78.00	Total Centerline Miles = 113.88. Added on Apr 4, 2013: Centerline Miles = 91.14
Zone 4	\$78.00	\$78.00	Total Centerline Miles = 275.96. Added on Apr 4, 2013: Centerline Miles = 237.24

Median Pricing—All Zones Total Centerline Miles = 27.67

Title	Initial Service	Every 2 Months Service	Description
Zone 1 (Median Pricing)	\$39.00	\$39.00	Please provide your pricing. Added on Apr 4, 2013: Centerline Miles = 19.39
Zone 2 (Median Pricing)	\$39.00	\$39.00	Please provide your pricing. Added on Apr 4, 2013: Centerline Miles = 4.00
Zone 3 (Median Pricing)	\$39.00	\$39.00	Please provide your pricing. Added on Apr 4, 2013: Centerline Miles = 3.16
Zone 4 (Median Pricing)	\$39.00	\$39.00	Please provide your pricing. Added on Apr 4, 2013: Centerline Miles = 1.12

ADOPT A HIGHWAY LITTER REMOVAL SERVICE OF AMERICA, INC. , 4407 MANCHESTER AVE. #201, ENCINITAS, CA 92024

Bag Pick Up Adopt A Highway

Title	Initial Service	Monthly Service	Every 2 Months Service	Every 3 Months Service	Description
Zone 1 (Bag Pick Up Only)	\$10.00	\$10.00	\$10.00	\$10.00	Please provide your pricing. Added on Apr 4, 2013: Please provide your pricing per centerline mile.
Zone 2 (Bag Pick Up Only)	\$10.00	\$10.00	\$10.00	\$10.00	Please provide your pricing. Added on Apr 4, 2013: Please provide your pricing per centerline mile.
Zone 3 (Bag Pick Up Only)	\$10.00	\$10.00	\$10.00	\$10.00	Please provide your pricing. Added on Apr 4, 2013: Please provide your pricing per centerline mile.
Zone 4 (Bag Pick Up Only)	\$10.00	\$10.00	\$10.00	\$10.00	Please provide your pricing. Added on Apr 4, 2013: Please provide your pricing per centerline mile.

Other Charges

Title	Unit Price	Qty	UofM	Description
Zone 1	\$22.00	1	hour	Please provide your pricing per man hour for special cleanups outside the scope of work.
Zone 2	\$22.00	1	hour	Please provide your pricing per man hour for special cleanups outside the scope of work.
Zone 3	\$22.00	1	hour	Please provide your pricing per man hour for special cleanups outside the scope of work.
Zone 4	\$22.00	1	hour	Please provide your pricing per man hour for special cleanups outside the scope of work.

Removal & Disposal of Tires

Title	Unit Price	Qty	UofM	Description
Passenger/Light Truck Tire (off the rim)	\$1.25	1	each	Please provide your Per Tire Amount for 20lbs Tires. Added on Apr 4, 2013. Please provide your Per Tire Amount for 20lbs Tires. See Section 2.4
Passenger/Light Truck Tire (on the rim)	\$7.25	1	each	Please provide your Per Tire Amount for 20lbs Tires. Added on Apr 4, 2013. Please provide your Per Tire Amount for 20lbs Tires. See Section 2.4
Semi Tires (off the rim)	\$7.25	1	each	Please provide your Per Tire Amount for 20lbs Tires. Added on Apr 4, 2013. Please provide your Per Tire Amount for 20lbs Tires. See Section 2.4
Semi Tires (on the rim)	\$14.50	1	each	Please provide your Per Tire Amount for 20lbs Tires. Added on Apr 4, 2013. Please provide your Per Tire Amount for 20lbs Tires. See Section 2.4
Off Road Tires (with or without the rim)	\$275.00	1	ton	Please provide your Per Tire Amount for 20lbs Tires. Added on Apr 4, 2013. Please provide your Per Tire Amount for 20lbs Tires. See Section 2.4

Excessive Debris Removal & Disposal

Title	Unit Price	Qty	UofM	Description
Hours Quoted by Project	\$22.00	1	hour	Hours will be quoted by project/hand tools if man hand tools are used. Added on Apr 4, 2013. Hours will be quoted by project/hand tools if man hand tools are used. See Section 2.3
Brush Hog, includes operator (4 hr min.)	\$62.00	1	hour	Please provide your hourly pricing. Added on Apr 4, 2013. Hours will be quoted by project/hand tools if man hand tools are used. See Section 2.3
Tractor, includes operator (4 hr min.)	\$93.00	1	hour	Please provide your hourly pricing. Added on Apr 4, 2013. Hours will be quoted by project/hand tools if man hand tools are used. See Section 2.3

ADOPT A HIGHWAY LITTER REMOVAL SERVICE OF AMERICA, INC., 4407 MANCHESTER AVE. #201,
ENCINITAS, CA 92024

Fuel Cost Components

Title	Unit Price	Qty	UofM	Description
Diesel Fuel Cost	0.00%	1	per visit	Please provide your Diesel Fuel Cost percentage (average) of the cost per site service. Please see section 2.24 of the solicitation for explanation.
Gasoline Cost	1.00%	1	per visit	Please provide your Diesel Fuel Cost percentage (average) of the cost per site service. Please see section 2.24 of the solicitation for explanation.

PRICING SHEET: NIGP CODE 98856

Vendor Number: _____ 2011003223 0

Certificates of Insurance _____ Required

Contract Period: _____ To cover the period ending May 31, 2016.

REMOVED FROM CONTRACT EFFECTIVE 09/19/2013

HIGHWAY LITTER REMOVAL & DISPOSAL SERVICES

1.0 INTENT:

The intent of this Solicitation is to enter into a Contract for the removal and disposal of litter along designated Maricopa County highways and adjacent right of ways (ROW). The Contractor shall provide services on both a scheduled and unscheduled basis as deemed necessary by the Maricopa County Department of Transportation (MCDOT).

There are four (4) service zones totaling approximately 600 miles of County highways and adjacent right of way area. Respondents may respond to an individual zone or multiple zones. There is no requirement to bid all four (4) zones. (Refer to attached EXHIBITS 2, ~~and 3, 4 and 5.~~)

1.1 Zone Descriptions:

- 1.1.1 Zone One (1) – West of I-17 and North of I-10
- 1.1.2 Zone Two (2) – East of I-17 and North of I-10 and SR 60 (from the split)
- 1.1.3 Zone Three (3) – North of I-10 and South of SR 60 (from the split)
- 1.1.4 Zone Four (4) – South of I-10

“Litter” shall be defined as those items identified in Section 2.2.

Other governmental entities under agreement with the County may have access to services provided hereunder (see also Sections ~~2.25~~ ~~41~~ and ~~2.26~~ ~~42~~, below).

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

2.0 SCOPE OF SERVICES:

- 2.1 Contractor shall supply all labor, supervision, materials, supplies, transportation, and all effort necessary to perform the specifications herein.
- 2.2 Contractor shall remove and dispose of all accumulated litter including, but not limited to: paper, litter, glass, cans, tree limbs three (3) inches or smaller in diameter, refuse and other debris and place in plastic bags. Excessive sized items such as lumber, concrete anchors, drywall, cardboard, palm fronds, tree limbs greater than three (3) inches diameter, etc shall also be removed. Excessive sized items that can be safely carried by two (2) men shall also be removed at no additional charge.
- 2.3 Any excessive pile of debris estimated to exceed one (1) labor hour, or the use of equipment to remove, shall be billed at an hourly rate dependent upon the type of equipment necessary for removal. Prior to removal, a picture of the pile of debris shall be taken and e-mailed to MCDOT, along with an hourly price quotation. Once approval is received, the debris shall be removed by the end of the next business day.
- 2.4 Contractor shall remove and dispose of tires (on/off) the rim. Tires shall be disposed at an authorized waste tire collection facility. Proof of such disposal shall be provided upon invoice to MCDOT.
- 2.5 All bags and excessive sized items (Section 2.2) shall be removed from the worksite daily.

At some sites the Contractor shall be required to collect all bags that have been filled by Adopt-A-Highway volunteers. This service shall be performed on an as needed basis and only after being notified by Adopt-A-Highway coordinator/MCDOT personnel. The Contractor shall be responsible for any fees involved in disposal. Contractor shall provide copy of landfill tare weight slip for each disposal when invoicing MCDOT.

The contractor will generally collect bags after the Adopt-A-Highway volunteers fill them over a weekend. Adopt-A-Highway roads are generally cleaned on a monthly basis. To determine the centerline miles presently covered by this program:

- Go to www.maricopa.gov
- On the blue bar across the top select DEPARTMENTS
- Select PUBLIC WORKS from the drop down
- Select TRANSPORTATION from the PUBLIC WORKS group
- Select Adopt A Highway
- Select the View our Adopt A Highway Map Online link

2.6 The following items are not the responsibility of the Contractor:

- 2.6.1 Dead Animals
- 2.6.2 Human and animal waste, including diapers
- 2.6.3 Hazardous or potentially hazardous materials, including hypodermic needles
- 2.6.4 Containers of unknown liquid that appear to be urine
- 2.6.5 Tissues used for human waste
- 2.6.6 Explosives, knives, and firearms
- 2.6.7 Any items which may be considered hazardous or potentially hazardous material
- 2.6.8 Items too large or heavy to be carried safely by the crew on site
- 2.6.9 All items of value (wallets, handbags, luggage, freight, mail, etc.)

The Contractor shall immediately report to MCDOT 61-Office (602-506-6036) those items meeting the criteria above (~~Section 2.4~~), providing a description and the location of the items. MCDOT shall arrange for their retrieval, removal and/or disposal.

2.7 AREAS TO BE CLEANED:

- 2.7.1 Centerline miles as displayed in EXHIBITS 2, **and** 3, ~~4 and 5~~ from the edge of pavement, to maintained shoulder ROW, both sides of centerline.
- 2.7.2 Medians shall be cleaned as an additional service, as deemed necessary by MCDOT prior to the litter removal and disposal taking place on the associated roadway segments centerline ROW.

2.8 ADDITIONAL ROW CLEANUP:

The Contractor may be requested to clean addition right of way (greater than 20 feet) from the edge of pavement.

2.9 DISPOSAL:

The Contractor shall dispose of all litter in accordance with all applicable County, State and Federal laws and regulations. The Contractor shall be solely responsible for any fees involved in disposal. Contractor shall provide copy of landfill tare weight slip for each disposal when invoicing MCDOT.

2.10 HOURS OF OPERATION:

All work shall be performed Monday through Thursday between the hours of 6:00 a.m. and 4:00 p.m., unless otherwise directed by MCDOT Representative.

2.11 HOLIDAYS:

The following is a list of holidays on which contract service will not be performed:

New Year's Day
Martin Luther King Day
President's Day
Memorial Day
Independence Day - July 4th
Labor Day - First Monday in September
Veteran's Day
Thanksgiving Holiday-Fourth Thursday and Friday in November
Christmas Day

When a holiday named herein falls on Saturday or Sunday special scheduling adjustments may be required. During the week of a holiday, the Contractor shall adjust the weekly schedule so as to return to the normal weekly schedule the following week. All such adjustments must be approved by the County. Holiday schedules must be submitted to the County representative ten (10) days prior to a holiday. Holiday make up litter removal may not be required.

2.12 WEATHER CONDITIONS:

The (MCDOT) Highway Operations Manager or his representative reserves the right to be the sole judge if the weather is too inclement for litter removal. When adverse weather interrupts the schedule, the Contractor shall adjust the work schedule so as to return to the normal weekly schedule the following week. The County reserves the right to direct schedule changes, made necessary changes due to inclement weather. In the event of rain, the Contractor shall obtain approval from the County representative for the day's litter removal.

2.13 CONTRACTOR/COUNTY COMMUNICATIONS:

2.13.1 Contractor's Supervisor

2.13.1.1 The Supervisor shall notify in writing or e-mail the MCDOT Division and Area Supervisor 24 hours in advance of the daily work schedule route changes (EXHIBIT 4 &).

2.13.1.2 As litter is removed, site Supervisor shall inspect the area serviced to ensure all litter has been removed as defined per Section 2.2 ~~2.5~~. Prior to departing a site, the site Supervisor shall notify MCDOT when the area has been completed. MCDOT shall perform a final inspection within one (1) business day.

2.13.1.3 Site Supervisor shall have a pager and a cellular telephone at all times during work operations. Immediate communication contact in English is mandatory during performance of this contract.

2.14 CONTRACTOR'S EMPLOYEES:

2.14.1 Identification

Contractor's employees shall be required to wear a clean uniform bearing Contractor's name. Employees who normally and regularly come into direct contact with the public shall bear some means of individual identification, such as a nametag or identification card.

2.14.2 Drivers License

Employees driving the Contractor's vehicles shall at all times possess and carry a valid Driver's License issued by the State of Arizona.

2.11.3 Conduct

Contractor's employees, officers and subcontractors shall not identify themselves as being employees of Maricopa County. Employees shall conduct themselves in such a manner as

to avoid embarrassment to Maricopa County, and shall be courteous to the public. If required, the County retains the right to require a particular operator be removed from working on this contract.

2.15 CONTRACTOR'S EQUIPMENT:

2.15.1 Equipment Identification

2.15.1.1 All vehicles and equipment used by the Contractor must be clearly identified with the name of the company, address of local office and phone number of local office on each side of the equipment. Also, the words "Under Contract through Maricopa County Department of Transportation" must be on both sides of all equipment, including personnel transportation vehicles. The letters shall be at least three inches high and of proportionate width.

2.15.2 Equipment Safety Requirements

2.15.2.1 All equipment must be equipped in accordance with State laws and shall be equipped with amber lens flasher visible for one (1) mile in a 360 degree pattern and six inch diameter hazard lights visible from the rear that operate independently of the brake lights. A fully operational 30" x 60" arrow board shall be displayed during service operation. It may be vehicle or trailer mounted and must be clearly visible by all traffic approaching the work site from the rear. Contractor shall provide truck-mounted attenuator during median/bridge cleanup. Attenuators shall be energy absorbing devices attached to the rear shadow of trucks or trailers in accordance with MUTCD Section 6F.86

2.15.2.2 Contractor shall provide a listing of all equipment to be used in the performance of this contract (~~ATTACHMENT D~~ Pricing Page).

2.16 SAFETY, SANITARY AND HEALTH CONDITIONS

2.16.1 Contractor shall follow the requirements of the most current publication of the Manual on Uniform Traffic Control Devices (MUTCD), pertaining to any short duration or mobile operation for lane closures, shoulder work or any other application while providing services under this Contract. Reference MUTCD typical application 6H-17, 6H-35, 6H-4.

2.16.2 All Contractor employees shall comply with all applicable Safety Standards as outlined in 29 CFR 1910 and 1926 which includes the wearing of OSHA approved hard hats, eye protection, high-visibility, ANSI approved safety vests, steel-toed footwear and full-length pants at all times while working within the right-of-way. Contractor site supervisors or personnel setting traffic control devices shall be an ATSSA certified traffic control technician & certified flagger.

2.16.3 The contractor shall provide a trailer mounted portal potty and maintain in a neat and sanitary condition such accommodations for the use of the contractor's employees as may be necessary to comply with the requirements and regulations of the Arizona State Department of Health Services or other authorities having jurisdiction therein.

2.16.4 Attention is directed to Federal, State, County and local laws, rules and regulations concerning construction safety and health standards. The contractor shall not require any workers to work in surroundings or under conditions that are unsanitary, hazardous or dangerous to their health or safety.

2.16.5 The Contractor's Site Supervisor(s) shall be certified in First Aid and Cardio-Pulmonary Resuscitation, OSHA Regulations, (Standards 29 CFR), First Aid and Medical Attention, Code of Federal Regulations, 29CFR1926.23 and 1926.50 (c).

- 2.16.6 If a highway is divided into two roadways by leaving an intervening space or by a physical barrier or clearly indicated dividing section constructed to impede vehicular traffic, a person shall drive a vehicle only on the right-hand roadway and shall not drive a vehicle over, across or within the dividing space, barrier or section; all cleaning services shall be conducted in the same direction of traffic flow.
- 2.16.7 The contractor is responsible for compliance with laws and rules that address air quality standards within the Maricopa County PM10 non-attainment area.

2.17 CONTRACT COMPLAINTS AND DEFICIENCIES:

2.17.1 Complaints Received by the County:

- 2.17.1.1 The County will notify the Contractor by in writing or e-mail of each contract complaint reported.
- 2.17.1.2 Daily complaint and deficiency reports, prepared by the County will be submitted to the Contractor by 4:30 p.m. on the next County workday.
- 2.17.1.3 Inspection reports of unsatisfactory performance will include description of the deficiency, location, to be deducted from the day's performance or reschedule for service.

2.17.2 Complaints Received by Contractor

- 2.17.2.1 The Contractor shall submit to the County all complaints in writing or e-mail, which are received on a daily basis. The complaint form will include the same data as does the County form.

Complaint information shall include:

- Date
- Time
- Location
- Name of person filing complaint
- Address of person filing complaint
- Phone number of person filing complaint
- Nature of the complaint

2.18 STANDARDS OF PERFORMANCE:

- 2.18.1 Contractor shall remove all debris from all centerline ROW during each scheduled cleanup. The Contractor shall make as many passes as necessary to accomplish the requirements as defined in Section 2.2.
- 2.18.2 MCDOT shall perform a final inspection within one (1) business day of notification of job completion ~~per Section 2.10.~~

2.19 HANDLING OF DEFICIENCIES:

Deficiencies must be corrected within 24 hours of receipt of a deficiency notice. Failure of the Contractor to do so will result in a deduction of not less than one (1) centerline mile. Failure to correct the deficiency within 24 hours of the notice shall be considered failure to perform. Each area unsatisfactorily cleaned will be considered a separate deficiency unless located with the same continuous mile section on the same street.

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 INVOICES AND PAYMENTS:

2.21.1 The Contractor shall submit one (1) legible copy of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract Serial Number
- County purchase order number
- Invoice number and date
- Payment terms
- Date and Time of Litter Removal
- Zone, Street(s)
- Contract Item number(s)
- Description of Item(s) not removed, referred to MCDOT
- Pricing per centerline mile for litter removal and disposal
- Weight for all centerline miles litter removal and disposal
- Pricing per centerline mile for Adopt-A-Highway bag pick-up
- Weight for all centerline miles for Adopt-A-Highway bag pick-up
- Pricing per centerline mile for additional ROW litter removal and disposal
- Weight for all centerline miles for additional ROW litter removal and disposal
- Pricing for tires per tire, or by the ton
- Weight for all tires
- Pricing for excessive debris removal and disposal
- Weight for excessive debris removal and disposal
- Extended prices
- Arrival and completion time (if applicable)
- Total Amount Due

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

2.21.3 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 (<http://www.maricopa.gov/Finance/Vendors.aspx>).

2.21.4 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.

2.22 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.

2.23 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.

2.24 FUEL COST PRICE ADJUSTMENT:

2.10.1 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.

2.10.2 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.

2.10.3 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.

2.10.4 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).

2.10.5 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.

2.10.6 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/>

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

2.10.7.1 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.

2.10.7.2 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.

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

2.25 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.

2.26 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)

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

3.0 CONTRACTUAL TERMS & CONDITIONS:

3.1 CONTRACT TERM:

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

3.2 OPTION TO RENEW:

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

3.3 PRICE ADJUSTMENTS:

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

3.4 INDEMNIFICATION:

3.4.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with

any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.

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

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

3.5 INSURANCE:

3.5.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of A+. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

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

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

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

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

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

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

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

3.5.9 Commercial General Liability:

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence, \$2,000,000

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

3.5.10 Automobile Liability:

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$2,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

3.5.11 Workers' Compensation:

3.5.11.1 Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

3.5.11.2 Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

3.5.12 Certificates of Insurance.

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

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

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

3.5.13 Cancellation and Expiration Notice.

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

3.6 PROCUREMENT CARD ORDERING CAPABILITY:

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

3.7 INTERNET ORDERING CAPABILITY:

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

3.8 ORDERING AUTHORITY.

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

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

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

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

3.9 REQUIREMENTS CONTRACT:

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

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

3.9.3 Contractors agree to accept verbal notification of cancellation from the Office of Procurement Services Procurement Officer with written notification to follow. By submitting a bid in response to this Invitation for Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

3.10 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

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

3.11 TERMINATION FOR DEFAULT:

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

3.12 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, additionally 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 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.

3.19 AUDIT DISALLOWANCES:

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

3.20 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.

3.21 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.

3.22 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.

3.23 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

- 3.23.1 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:
- 3.23.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
 - 3.23.1.2 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;
 - 3.23.1.3 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
 - 3.23.1.4 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.
- 3.23.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contact.
- 3.23.3 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.

3.24 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

- 3.24.1 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.
- 3.24.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 3.24.1 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.

~~3.25 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:~~

~~3.25.1 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.~~

~~3.25.2 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.~~

3.26 CONTRACTOR LICENSE REQUIREMENT:

3.26.1 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.

3.26.2 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.

3.27 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:

3.27.1 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,

3.27.2 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.

3.28 POST AWARD MEETING:

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