

SERIAL 13112 S SEPTIC SYSTEM, PUMPING, FLUSHING AND REPAIR SERVICES

DATE OF LAST REVISION: September 29, 2016

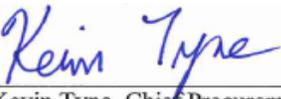
CONTRACT END DATE: October 31, 2017

CONTRACT PERIOD THROUGH OCTOBER 31, ~~2016~~ 2017

TO: All Departments
FROM: Office of Procurement Services
SUBJECT: Contract for **SEPTIC SYSTEM, PUMPING, FLUSHING AND REPAIR 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 31, 2013**

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, Chief Procurement Officer
Office of Procurement Services

LA/at
Attach

Copy to: Office of Procurement Services
Gabriela Nesadurai, Flood Control District
Dawn Silvernale, Parks and Recreation

(Please remove Serial 07106-S from your contract notebooks)

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

Attachment A

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

REPRESENTATIVE TELEPHONE NUMBER: 602-768-2102

REPRESENTATIVE E-MAIL: alfredo@reddiservices.com

	YES	NO
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) **0%** OF TOTAL BID AMOUNT

NET 30 DAYS

Title	Unit Price	Qty	UofM
Labor: Regular Business Hours Service Work	\$80.00	1	Hour
Labor: After Hours Service Work	\$120.00	1	Hour
Labor: Weekend Service Work	\$120.00	1	Hour
Labor: Holiday Service Work	\$120.00	1	Hour
Parts, Materials, Components, Cost Plus	25.00%	1	Each
Labor: Outside the Scope of Work	\$125.00	1	Hour

Title	Notes
Confined Space Certificate	Certificate provided.

PRICING SHEET: NIGP CODE, 21075, 88582, 91068, 98808

Vendor Number: 2011002204 0

Certificates of Insurance Required

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

SEPTIC SYSTEMS, PUMPING, FLUSHING AND REPAIR SERVICES

1.0 INTENT:

The purpose of this solicitation is to award multiple contracts to provide a source(s) for scheduled and as-needed septic systems services to include locating, pumping, flushing, repairing, demolition and the back-fill of residential and commercial facilities owned by Maricopa County. Services will primarily be provided for the Maricopa County Flood Control District (FCD) and the Maricopa County Department of Transportation (MCDOT).

Other governmental entities under agreement with the County may have access to services provided hereunder (see also Sections 2.16 and 2.17, 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 GENERAL:

Contractor(s) shall be required to provide septic systems services, repairs and demolition for County-owned residential and commercial properties at various locations throughout the County.

2.1.1 Services shall include the following:

- 2.1.1.1 Search and locate septic systems
- 2.1.1.2 Pump septic systems
- 2.1.1.3 Flush septic systems
- 2.1.1.4 Leach field repair and/or replacement
- 2.1.1.5 Septic systems repair and/or replacement
- 2.1.1.6 Install new sewer lines (pipes)
- 2.1.1.7 Install risers, if/as necessary and directed
- 2.1.1.8 Demolition
 - 2.1.1.8.1 Crush in-place or remove
 - 2.1.1.8.2 Back-fill over septic systems

2.2 SERVICE REQUIREMENTS:

- 2.2.1 Contractor shall provide all equipment, tools, labor, supervision, materials and transportation necessary to meet the requirements outlined herein, including Blue Stake. All work must comply with the Environmental Protection Agency (EPA) and the Arizona Department of Environmental Quality (ADEQ), and any local regulations in effect.
- 2.2.2 Contractor shall source and provide all materials/parts/components/fixtures as necessary to satisfactorily complete the repair and/or replacement of septic systems.
- 2.2.3 Contractor shall keep the premises clean of all rubbish and debris generated by the work involved and shall leave the premises neat and clean.
- 2.2.4 Contractor shall be capable of providing services twenty four (24) hours a day, seven (7) days a week, and three hundred sixty five (365) days per year.

2.3 SERVICE HOURS:

- 2.3.1 *REGULAR BUSINESS HOURS SERVICE WORK* shall be performed between 6:00 AM and 6:00 PM, Monday through Friday, excluding County holidays.
- 2.3.2 *AFTER HOURS SERVICE WORK* shall be performed after 6:00 PM and before 6:00 AM the following morning.

2.3.3 *WEEKEND SERVICE WORK* shall be performed after 6:00 AM on Saturday through Monday morning before 6:00 AM.

2.3.4 *HOLIDAY SERVICE WORK* shall be performed during any Maricopa County holiday.

2.4 FLUSHING:

In cases where a facility's water supply has been shut-off or disconnected the Contractor must have available a minimum two hundred (200) gallon water truck suitable for flushing a septic when necessary prior to pumping or demolition.

2.4 PUMPING:

2.4.1 Contractor shall provide as-needed septic tank pumping services as describe herein. This service shall require a four (4) hour response time on-site after Contractor receives notification from the County. There may be occasions wherein the Contractor is called-out to perform pumping services after business hours, weekends, or holidays.

2.4.2 Contractor must have adequate personnel, supervisors, and equipment necessary to perform services during normal business hours as well as after hours and weekend requests.

2.4.3 Contractor shall ensure all waste pumped from septic facilities is not stockpiled, stored, or dumped by any unlicensed and/or illegal land application method.

2.4.4 Contractor shall dispose of liquids and waste material pumped at approved environmentally safe dumpsites. All fees payable at the legally designated disposal facility for dumping is the responsibility of, and shall be paid by, the Contractor and billed back to the County without mark-up.

2.4.5 Pumping Rotation.

2.4.5.1 If there are multiple contractors under this Contract, they will be ranked as first-call, second-call and so on for pumping services. The Contractor with the lowest pumping service rate will be called first by the requesting department. If the first Contractor is unable to respond within the time parameters, the requesting department will proceed to the next lowest-priced Contractor. The County must document these call-outs via a rank call log. Consistent declination of service requests by a contractor, or consistent non-compliance with response time requirements may be cause for termination under the terms of this Contract.

2.4.6 Disposal Manifests.

2.4.6.1 Contractor shall be responsible to accurately record transport activity via shipping manifests. This information shall be made available to the County upon request.

2.4.6.2 Disposal fees (user fees) including testing fees from the dumpsite will be paid by the Contractor and billed back to the County as part of the service cost without mark-up. Cost increases will be allowable on disposal fees only if supported by adequate documentation.

2.4.6.3 Copies of disposal fee documentation must be attached to each invoice. Failure to provide the documentation will cause the charge to be disallowed.

2.4.6.4 Upon request, the Contractor shall make available to the County all records regarding disposal, fees, and all data pertaining to products obtained from the County, for audit verification.

2.4.7 If there is only one (1) Contractor under this Contract and the Contractor is unable to provide service as required, the County reserves the right to source pumping services on the open market. Any additional charges for this outsourcing above the contracted rates set herein will be borne by the Contractor.

2.5 PROJECT WORK:

- 2.5.1 Project work shall mean work performed, which, in the best interest of the County, would be more advantageous to be performed as “all inclusive” as opposed to routine pumping, flushing or repair work from time to time. Projects assigned under this Contract shall not exceed two (2) years in duration, nor shall any project exceed \$15,000 in total value without express, written approval by Maricopa County. The contractor assigned to this contract shall be provided a request for project quote containing a detailed Scope of Work – or – shall meet with a representative from the County agency, and discuss what needs to be done, and present the County with a written quote. If the contractor is given a County quote sheet from the requesting agency, the Contractor is not to submit their own project quote sheets - only County letterhead quote sheets will be acceptable. All terms and conditions are only those established under this agreement. All additional labor charges outside the Scope of Work for projects are those labor rates established on the pricing page.
- 2.5.2 The County’s project quote sheet will contain the following information:
- The contract serial number and title,
 - Location and address of facility,
 - Detailed scope of work (SOW),
 - Other information relevant to the SOW,
 - Project cost line item,
 - Check box for “Will quote” or “Will not quote” the project,
 - Deadline for quote delivery,
 - Signature line for both the County and Contractor.
- 2.5.3 The Contractor(s) must submit the project quote sheet back to the County within the specified time frame, either with acceptance and a firm price; or decline with a written reason as to why the project was declined. Contractors who have declined project work a minimum of three (3) times during a six-month period shall be required to attend a meeting with the Office of Procurement Services Department, the Flood Control District, and the Department of Transportation to discuss consideration of default of the Contractor’s desire not to do business with the County.
- 2.5.4 The submitted project price quote is to be all-inclusive. That is, any cost overruns to be absorbed by the Contractor, or cost savings to be additional profit. Exceptions to this are changes requested by the County that incur higher project cost and longer delays. All change orders to a project must be in writing, referencing the contract serial number, and approved by MCDOT, FCD (or County user agency if request was made by them) prior to any authorization to proceed. The Contractor who fails to acquire change orders in writing runs the risk of incurring these additional costs without payment.
- 2.5.5 Depending on the complexity/nature of the project, a predetermined and/or pre-identified mandatory site meeting may be held to ensure all Contractors are aware of important issues regarding the project. Mandatory site meetings will require a sign-in sheet. Contractors who do not show-up to a mandatory site meeting and who submit a project quote will be considered “non-responsive”.
- 2.5.6 Contractors shall be compensated for additional work requested by the County that is not detailed in the Scope of Work in accordance with the labor rates bid on the Pricing Page.
- 2.5.7 A construction tax may be applied to the total project cost. This will be calculated at 65% of the retail tax rate applied to the combined labor and materials associated with project work. If project work, do not itemize labor and materials.

2.6 TIME AND MATERIALS WORK:

2.6.1 This contract may also be used for time and materials work (under \$5,000) and priced per hour as bid in the pricing section. The threshold from time and materials to project work shall be \$5,000.00. Exceptions to this shall be emergencies that arise and must be dealt with immediately. Contractor may be dispatched via telephone, fax, email, or in person without a firm project quotes. This figure is firm fixed. Exceeding this amount requires written approval from the County.

2.6.2 Time and materials work will be assigned in the same manner as under Section 2.4.5 above.

2.7 WORK PERFORMANCE:

In the event the work performance of the Contractor is unsatisfactory, the Contractor will be notified by the using department's contract administrator and will be given twelve (12) hours to correct the work. All re-work shall be at no cost to the County.

2.8 QUALIFICATION REQUIREMENTS:

2.8.1 Contractor shall be licensed by the State of Arizona, Registrar of Contractors. Copies of licenses must be included in bid package.

2.8.2 Contractor shall possess all applicable Maricopa County Vector Control Non-hazardous Liquid Waste Hauler Permit, an Arizona Department of Environmental Quality Permit, and any other permits necessary to perform the specifications herein. Proof of such permits must be included in bid package.

2.8.3 Contractor's firm must have a minimum of two (2) consecutive years' experience in the pumping business, and each of the firm's management staff must have a minimum of three (3) years pumping experience, and be completely familiar with the specified requirements and methods needed for proper performance of this Contract. Proof of these requirements must be included in bid package.

2.8.4 The Contractor's service truck fleet shall be so equipped and so sized as to be able to perform pumping services for the County. The Contractor shall have a local yard to keep their trucks maintained daily. These requirements shall be verified by FCD via a formal inspection after bid submittals and prior to contract award.

2.9 BID SUBMITTAL REQUIREMENTS:

The following must be included in bid package. Failure to provide ALL the required submittals shall render the bid non-responsive.

2.9.1 Provide substantive documentation of years of experience the firm has been in the septic systems service business.

2.9.2 Provide substantive documentation (e.g., inventory) of vehicles in the service fleet and how equipped.

2.9.3 Provide copies of all licensing requirements.

2.9.4 Contractors that have a Confined Space Certificate (CSC) are encouraged to provide such documentation as additional services may be required for specific projects.

2.10 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.

2.11 ACCEPTANCE:

Upon completion of work, the work will be inspected by the County. If deemed satisfactory and in compliance with directions, specifications or normal trade-work, the work will be accepted and the warranty period shall begin. All documentation shall be completed prior to final acceptance.

2.12 INVOICES AND PAYMENTS:

2.12.1 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:

2.12.1.1 Pumping Services:

- 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 (gallons, hour, etc.)
- Copy(ies) of disposal fee documentation
- Contract Item number(s)
- Description of Purchase (pumping services or other)
- Pricing per unit of service
- Extended price
- Total Amount Due

2.12.1.2 Time and Materials Services:

- 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
- Job Site Location
- Contract Item number(s)
- Description of work performed
- Total labor hours,
- Labor rate as bid,
- Itemized materials,
- Rented equipment charges (must attach invoice from rental firm). The contractor shall not add additional sales tax other than what the rental firm has posted. If rented equipment requires a supply of fuel, the cost of fuel is allowed but only at the prevailing rates,
- Tax on parts/materials only,
- Total Amount Due

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

2.12.3 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>).

2.12.4 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.

2.13 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.

2.14 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.

2.15 FUEL COST PRICE ADJUSTMENT:

2.15.1 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.

2.15.2 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.

2.15.3 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.

2.15.4 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, Pricing Page, 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).

2.15.5 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.

2.15.6 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/>

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

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

2.15.7.2 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.

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

2.16 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.

2.17 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 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 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.**

3.5.13.1.1 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.

3.5.13.1.2 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.

3.5.14 Cancellation and Expiration Notice.

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

3.6 EMPLOYEES OF THE CONTRACTOR:

Contractor's employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor or authorized subcontractor.

3.7 REMOVAL OF CONTRACTOR'S EMPLOYEES:

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

3.8 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.

3.9 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.

3.10 ORDERING AUTHORITY.

3.10.1 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).

3.10.2 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.

3.10.3 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.

3.10.4 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.

3.11 REQUIREMENTS CONTRACT:

- 3.11.1 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.
- 3.11.2 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.
- 3.11.3 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.

3.12 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

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

3.13 TERMINATION FOR DEFAULT:

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

- 3.13.1 **Deliver the supplies or to perform the services within the time specified in this contract or any extension;**
- 3.13.2 **Make progress, so as to endanger performance of this contract; or**
- 3.13.3 **Perform any of the other provisions of this contract.**
- 3.13.4 **The County's right to terminate this contract under these subparagraphs may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the County) after receipt of the notice from the Procurement Officer specifying the failure.**

3.14 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.

3.15 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.

3.16 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.

3.17 ADDITIONS/DELETIONS OF SERVICE:

3.17.1 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.

3.17.2 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.

3.18 SUBCONTRACTING:

3.18.1 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.

3.18.2 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.

3.19 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.

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

3.20.1 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.

3.20.2 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.

3.20.3 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.

3.21 **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.

3.22 **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.

3.23 **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.

3.24 **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.

3.25 **CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

3.25.1 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:

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

3.25.1.2 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;

3.25.1.3 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

3.25.1.4 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.

3.25.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contact.

3.25.3 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.

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

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

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

3.27 CONTRACTOR LICENSE REQUIREMENT:

3.27.1 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.

3.27.2 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.

3.28 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 unethical conduct may be grounds for Disbarment or Suspension under MC1-902.

An attempt to influence includes, but is not limited to:

- 3.28.1 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,
- 3.28.2 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.

3.29 **PUBLIC RECORDS:**

All Offers submitted and opened are public records and must be retained by the Records Manager at the Office of Procurement Services. Offers shall be open to public inspection after Contract award and execution, except for such Offers deemed to be confidential by the Office of Procurement Services. If an Offeror believes that information in its Offer should remain confidential, it shall indicate as confidential, the specific information 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.

3.30 **POST AWARD MEETING:**

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

3.31 **ISRAEL BOYCOTT:**

Per House Bill 2617 Contractor certifies that they are not currently engaged in, and agrees for the duration of the Contract to not engage in, a boycott of Israel.