SERIAL 13134 ITN ENVIROMENTAL SERVICES
Contract - Wild at Heart

DATE OF LAST REVISION: April 09, 2014 **CONTRACT END DATE: April 30, 2017**

CONTRACT PERIOD THROUGH APRIL 30, 2017

TO: All Departments

FROM: Office of Procurement Services

SUBJECT: Contract for **ENVIROMENTAL 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 **April 09, 2014.**

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

AS/mm
Attach

Copy to: Office of Procurement Services
Rita Neill, Risk Management

(Please remove Serial 08044-S from your contract notebooks)

CONTRACT PURSUANT TO ITN

SERIAL 13134-ITN

This Contract is entered into this 9th day of April, 2014 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and Wild at Heart Inc. (Bob Fox), an Arizona corporation ("Contractor") for the purchase of Environmental Services per attached Scope of Work B-12.

1.0 CONTRACT TERM:

1.1 This Contract is for a term of Three (3) years, beginning on the 9th day of April 2014 and ending the 30th day of April, 2017.

1.2 The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional terms up to a maximum of Three (3) years, (or at the County's sole discretion, extend the contract on a month-to-month bases for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least thirty (30) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

2.0 FEE ADJUSTMENTS:

Any request for a fee adjustment must be submitted one hundred and eighty (180) days prior to the current Contract expiration date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted fee, 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.

3.0 PAYMENTS:

3.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Exhibit "A." or as a total project cost for each Task Order.

3.2 Payment shall be made upon the County's receipt of a properly completed invoice.

3.3 INVOICES:

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

- Company name, address and contact
- County bill-to name and contact information
- Contract serial number
- County purchase order number
- Invoice number and date
- Payment terms
- Date of services
- Quantity

- Contract Item number(s)
- Description of service provided
- Pricing per unit of service
- Extended price
- Total Amount Due

3.3.2 Problems regarding billing or invoicing shall be directed to the County as listed on the Purchase Order.

3.3.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (E7FT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (www.maricopa.gov/finance/vendors).

3.3.4 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.

4.0 AVAILABILITY OF FUNDS:

4.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this Contract. County shall keep the Contractor fully informed as to the availability of funds.

4.2 If any action is taken by any state agency, Federal department or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this Section, at least ten (10) days in advance.

5.0 DUTIES:

5.1 The Contractor shall perform all duties stated in Exhibit “B-12”, or as otherwise directed in writing by the County by Task Order for projects.

5.2 During the Contract term, County shall provide Contractor’s personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its contractual obligations.

6.0 TERMS and CONDITIONS:

6.1 INDEMNIFICATION:

6.1.1 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.

6.1.2 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.

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

6.2 INSURANCE:

6.2.1 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.

6.2.2 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.

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

6.2.4 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.

6.2.5 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.

6.2.6 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.

6.2.7 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 Insured's.

6.2.8 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.

6.2.9 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.

Contractors that are contracted for the purpose of training: insurance with a limit of not less than $1,000,000 for each occurrence, $2,000,000 Products/Completed Operations Aggregate, and $2,000,000 General Aggregate Limit.

6.2.10 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.

Contractors that are contracted for the purpose of training: 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 $1,000,000 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.

6.2.11 Workers' Compensation:

6.2.11.1 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.

6.2.11.2 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.

6.2.12 Errors and Omissions Insurance/Professional Liability:

Errors and Omissions/Professional Liability 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.

6.2.13 Certificates of Insurance.

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

6.2.13.2 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.

6.2.13.3 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.

6.2.14 Cancellation and Expiration Notice.

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

6.3 WARRANTY OF SERVICES:

6.3.1 The Contractor warrants that all services provided hereunder will conform to the requirements of the Contract, including all descriptions, specifications and attachments made a part of this Contract. County's acceptance of services or goods provided by the Contractor shall not relieve the Contractor from its obligations under this warranty.

6.3.2 In addition to its other remedies, County may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished hereunder.

6.4 NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County
Office of Procurement Services
Attn: Chief Procurement Officer
320 West Lincoln Street
Phoenix, Arizona 85003-2494

For Contractor:
Wild at Heart Inc.
Bob Fox
31840 North 45th Street
Cave Creek, AZ. 85331

6.5 REQUIREMENTS CONTRACT:

Contractor signifies its understanding and agreement by signing this document that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made (minimum or maximum.

6.6 TERMINATION FOR CONVENIENCE:

The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the County without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the County. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

6.7 TERMINATION FOR DEFAULT:

6.7.1 In addition to the rights reserved in the Contract, the County may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or

condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

6.7.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County on demand.

6.7.3 The County may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the County for any excess costs incurred by the County in procuring materials or services in substitution for those due from the Contractor.

6.7.4 The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

6.8 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. §38-511 the County may cancel this 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.

6.9 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 under this contract.

6.10 ADDITIONS/DELETIONS OF SERVICE:

6.10.1 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.

6.11 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.

6.12 SUBCONTRACTING:

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Proposal Serial Number and identify the job project.

6.13 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.

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

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

6.14.2 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.

6.15 AUDIT DISALLOWANCES:

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

6.16 SEVERABILITY:

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

6.17 RIGHTS IN DATA:

The County shall own have the use of all data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

6.18 INTEGRATION:

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

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

6.19.1 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.

6.19.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 6.19.1 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.

6.20 CONTRACTOR LICENSE REQUIREMENT:

6.20.1 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.

6.21 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

6.21.1 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:

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

6.21.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

6.21.1.3 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

6.21.1.4 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.

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

6.21.3 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.

6.22 PRICES:

Contractor warrants that prices extended to County under this Contract are no higher than those paid by any other customer for these or similar services.

6.23 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

6.24 ORDER OF PRECEDENCE:

In the event of a conflict in the provisions of this Contract and Contractor's license agreement, if applicable, the terms of this Contract shall prevail.

6.25 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:

6.25.1 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,

6.25.2 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.

6.26 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.

6.27 INCORPORATION OF DOCUMENTS:

The following are to be attached to and made part of this Contract:
6.27.1 Exhibit A-12, Pricing;
6.27.2 Exhibit B General Contract Requirements
6.27.3 Exhibit B-12, Scope of Work;
6.27.4 Exhibit C, Definitions

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR

_____
AUTHORIZED SIGNATURE

_____
PRINTED NAME AND TITLE

_____
ADDRESS

_____
DATE

MARICOPA COUNTY

CHAIRMAN, BOARD OF SUPERVISORS	DATE

ATTESTED:

CLERK OF THE BOARD	DATE

APPROVED AS TO FORM:

LEGAL COUNSEL	DATE

EXHIBIT A-12
PRICING

SERIAL 13134-ITN
PRICING SHEET: NIGP CODE 91843

BIDDER NAME:	Wild At Heart
VENDOR # :	
BIDDER ADDRESS:	31840 N. 45th Street, Cave Creek AZ 85331
P.O. ADDRESS:	
BIDDER PHONE #:	480-595-5047
BIDDER FAX #:	
COMPANY WEB SITE:	www.wildatheartowls.org
COMPANY CONTACT (REP):	Bob Fox
E-MAIL ADDRESS (REP):	bob@wildatheartowls.org

ACCEPT PROCUREMENT CARD: _____ YES _____ NO

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: _____YES _____ NO

NET 30

1.0 PRICING

SERVICE OFFERED: Wildlife Rescue and Relocation Services

PERSONNEL CLASSIFICATION	**HOURLY RATE**
1.4 Other Services (if applicable)	_____ % OFF CURRENT PRICE LIST
	Owl Care $360 per owl for 90 days.

EXHIBIT B
GENERAL CONTRACT REQUIREMENTS

1.0 INTENT:

The Intent of this contract is to provide Maricopa County environmental services on a demand basis.

At the time a requirement is identified, a request for quotation (RFQ) and a detailed Scope of Work (SOW) will be issued to each qualified Contractor by AOS. Award(s) shall be made to the Contractor best meeting specifications and offering the lowest price.

Should any project be declared an Emergency Procurement, the provisions of Section MC1-345 and MC1 346 shall prevail in the determination of Award.

At the County's option work under $25,000.00 may be assigned to a contractor without competition.

2.0 GENERAL REQUIREMENTS OF ALL SERVICES:

Following are general requirements, which may be required in a Project Scope of Work (PSOW) common to Areas of Services E3-1 through E3-12. Contractors understand and agree that they will abide by all conditions established for the applicable Area(s) of Service for which they are approved and listed.

2.1 HEALTH AND SAFETY PROGRAM:

The Contractor shall, as required by Project, on a demand basis, prepare and implement site-specific health and safety plans for all phases of the work activity for its employees, subcontractor's or subcontractors' employees as required. Health and Safety Program is not required for Contractors in Section E3-7.

The Contractor shall have an existing health and safety program which shall comply with all Occupational Safety and Health Administration (OSHA, reference Title 29 Code of Federal Regulations, Part 1910 29 CFR 1910.120, and/or 29 CFR 1926.1101 as applicable) and Environmental Protection Agency (EPA) standards (reference 40 CFR, particularly the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) and/or Resource Conservation and Recovery Act (RCRA)), and any other applicable federal, state and/or local laws, rules, regulations, and ordinances.

2.2 PROJECTS:

2.2.1 Using Agency Scope of Work Format And Submittal:

The Using Agencies shall submit an initial PSOW, which shall include, as a minimum, the following:

- Project area description
- Schedule for completion
- Deliverables
- Variables and assumptions
- Acceptance criteria
- Reporting requirements
- Project objectives.

2.2.2 In order to insure equity to all Contractors, the Using Agencies shall solicit initial Project Offers (POs) from all Contractors listed as qualified within the specific Area of Services E3-1 through E3-12. However, there may be those special circumstances whereby such solicitation is impractical (i.e., continuity of site assessment/remediation by same Contractor). In this case, a written determination shall be placed in the Project file detailing the extent that competitive offers were solicited.

2.2.3 Contractor's Project Offer (PO) Format:

The Contractor shall submit a PO, which shall include:

2.2.3.1 Proposed method of approach with any suggested changes to the initial PSOW and recommendations for any approved innovative technologies when applicable. The Contractor shall not be paid for the development of the PO.

2.2.3.2 A list of all approved key personnel to be assigned to complete the work. The Contractor shall provide the following information for each key personnel:

2.2.3.2.1 Specific professional position and level assigned for the Project (i.e., John Smith, Project Manager, Level VI).

2.2.3.2.2 Health and safety responsibilities.

2.2.3.2.3 Specific related or similar Project references which demonstrates experience for the work required with points of contact and current phone numbers.

2.2.3.2.4 When requested by the Using Agencies**,** provide a brief resume to support minimum requirements/educational background required for that specific professional position and level.

2.2.3.2.5 Once identified in the PO, Key Personnel shall not be removed or replaced without notification and approval of the Using Agency Project Manager or Project Coordinator. If the Contractor replaces Key Personnel, it shall not affect their commitment to meet all schedules and deliverables.

2.2.3.2.6 Number of hours for each key person, subcontractor(s), consultant(s), etc.

2.2.3.3 A list of all approved subcontractors to be used.

2.2.3.3.1 Once identified in the PO, subcontractors shall not be removed or replaced without notification and approval of the Using Agencies Project Manager or Project Coordinator. If the Contractor replaces a Subcontractor, it shall not affect the Contractor's commitment to meet all schedules and deliverables.

2.2.3.3.2 Contractor shall submit adequate documentation supporting the performance ability of proposed subcontractors.

2.2.3.4 The written PO must include a detailed, itemized breakdown of all labor classifications, equipment and supplies for ALL subcontractors which the Contractor proposes to utilize, as well as the FIRM, FIXED COSTS for such. The Contractor's markup fee will be **A MAXIMUM OF 5% AND MUST BE PRE-APPROVED BY THE COUNTY**. NO MARKUP FEE will be allowed for any classification of subcontractor work totaling $500.00 or less, either on the PO or any Project Amendment (PA, described in paragraph 2.2.10).

(example only):

DRILLER	Total amount of work:	$ 5,000.00
	Subcontractor mark-up per contract:	250.00
	Total Firm Fixed Cost	

	to be billed to Using Department:	$ 5,250.00
TRANSPORTER	Total amount of work:	$19,000.00
	Subcontractor mark-up per contract:	950.00
	Total Firm Fixed Cost to be billed to Using Agency:	$19,950.00

2.2.3.5 A list of all approved capitalized equipment the Contractor proposes to utilize for the Project, to include number of hours and the amount to be utilized (i.e., miles, hours, days, weeks, etc.).

2.2.3.6 The written PO must describe the Contractor's safety plan for the Project. Such safety plan should include, at a minimum, the description of the conditions, which, if present, will cause the Contractor to initiate cessation of services for safety reasons. However, the Contractor and the Using Agency shall agree and understand that, in addition to the conditions specified in the written PO, reasonable professional judgment must, at all times, be exercised as criteria for cessation of services for safety reasons.

2.2.3.7 A complete schedule of activities to meet compliance with Using Agency's schedule for completion.

2.2.3.8 Local conditions, assumptions, and/or limitations on the part of the Contractor which may affect the accuracy of the PSOW.

2.2.3.9 Anything else that applies to this specific site (i.e., laboratory tests, location of disposal site, etc.).

2.2.3.10 Potential conflicts of interests.

2.2.3.11 The Contractor must submit the written PO to the Using Agency no later than the date specified by the Using Agency and in accordance with all instructions provided by the Using Agency.

2.2.3.12 The Using Agency Project Manager or Project Coordinator shall have the right to review a copy of the proposed subcontractor's and/or consultant's work schedule to ensure compliance with all terms and conditions of the original contract.

2.2.3.13 If accepted by the Using Agency, the PO becomes a firm, fixed offer and the bottom-line dollar amount for all labor, equipment, supplies, subcontractor work, mark-up, etc., shall become a not-to-exceed (NTE) ceiling amount. No component of the PO (labor classification, number of hours, equipment, etc.) or the NTE ceiling can be increased except through the PA process, as described in section 2.2.10.

2.2.4 Conflict Of Interest For Projects:

2.2.4.1 Upon submission of the PO, the Contractor shall submit a written disclosure regarding the existence of any real or potential conflict of interest as defined in Arizona Revised Statutes (A.R.S.) § 38-501,et seq., that the Contractor, individual employee, or known subcontractor(s) may have. A Conflicting Party is defined as any person who may be responsible under any state or federal law for pollutants which are present in, or threaten, the Project area defined within the PSOW. In addition, the following shall be considered a conflict of interest:

2.2.4.1.1 The existence of a current financial relationship with a Conflicting Party within the past five (5) years. A current financial relationship includes:

- Owing money to, or being owed money by a Conflicting Party.
- Having performed work for a Conflicting Party and having issued a warranty or guarantee for the work that is still in progress.
- Allowing a Contractor employee to work on the Project area if that Contractor employee was an employee of a Conflicting Party or was an employee of a Contractor to a Conflicting Party within the previous two years.
- Acceptance by the Contractor of any gifts or gratuities from a Conflicting Party.

2.2.4.1.2 The existence of a past financial relationship in which the Contractor provided opinions or conclusions to a Conflicting Party.

2.2.4.1.3 The existence of a potential conflict of interest between a Contractor and a Conflicting Party that is not defined above, but which creates an appearance of impropriety. An appearance of impropriety shall be defined as a situation where the activity of a Contractor may create the impression that a conflict of interest and/or a similar improper relationship exists between a particular Conflicting Party and the Contractor. An appearance of impropriety may exist even if a real conflict of interest (as defined above) does not exist. The Using Agency would make a determination in the best interests of the County on a case-by-case basis.

2.2.4.2 It shall be the duty of the Contractor to report in writing to the Using Agency any of the real or potential conflict of interest situations, as noted above, within five (5) business days of when the Contractor knew or should have known of their existence.

2.2.4.3 The Contractor must provide and maintain adequate procedures and controls to ensure that if a real or potential conflict of interest arises or is discovered between the Contractor and a Conflicting Party, that the Using Agency is notified within five (5) business days of when the Contractor knew or should have known of their existence.

2.2.4.4 The Using Agency reserves the right to waive conflicts of interest as it deems in its best interest, with prior notification to and advice from Using Agency Legal Counsel.

2.2.4.5 Proposed subcontractors may be subject to the same conflict of interest provisions as stated above. Contractors shall notify the Using Agency of all potential conflicts in the PO and the Using Agency reserves the right to exercise best judgment in waiving the conflicts of interest applicability to subcontractors as it deems in its best interest. Conflict of interest provisions must be included in all applicable contracts with subcontractors.

2.2.4.6 The Contractor shall submit with their PO a disclosure statement concerning potential conflicts of interest for all employees of the Contractor potentially assigned as Key Personnel on a PSOW.

2.2.4.6.1 The disclosure statement shall address all Conflicting Party relationships. The Contractor is to provide along with its

disclosure statement, information on its financial and business relationship with all Conflicting Parties and with the Contractor's parent companies, subsidiaries, affiliates, subcontractors, or current clients. (This disclosure requirement encompasses past financial and business relationships, including services related to any proposed or pending litigation, with such parties).

2.2.4.7 The Contractor shall not provide data generated or otherwise obtained in the performance of Contractor responsibilities under a contract to any party other than the County, or its authorized agents for the life of the contract, and for a period of five (5) years after completion of the contract except as directed by the Using Agency.

2.2.4.8 The Contractor shall not accept employment from any party other than state or federal agencies for work directly related to the Project area(s) under the contract for five (5) years after the contract has terminated. The Using Agency may exempt Contractor from this requirement through a written release.

2.2.5 Innovative Technical Approaches:

Included in the PO, submitted in response to the Using Agency's PSOW, the Contractor is encouraged to offer any innovative technical approaches and/or cost efficient alternatives that could achieve the objectives of the PSOW. The PO shall describe the relative merits of the innovative approach and provide clear and convincing evidence that the alternative meets or exceeds all relevant specifications required by the original PSOW.

2.2.6 Using Agency Evaluation Of Contractor's Project Offer:

PO will be evaluated based on the extent to which the offeror's plan for execution identifies and demonstrates an understanding of the technical and management issues that are critical to successfully accomplishing the Project, demonstrates a level of effort that will accomplish the Project in a safe, effective and efficient manner, including attainable improvements that may accelerate completion or lower Project costs without jeopardizing worker safety, human health or the environment, and displays the degree to which the offeror optimizes the use of competitive subcontracts to minimize overall costs to the customer and resolution of unanticipated problems.

Listed below, in the relative order of importance, is the minimum evaluation criteria Using Agencies shall use in evaluating each PO received from Contractors in response to a PSOW. Using Agencies may expand upon these evaluation elements and shall list them in relative order of importance within the PSOW:

2.2.6.1 Method of approach to accomplish the PSOW, to include type of equipment, laboratory tests, disposal site, etc. as applicable.

2.2.6.2 Direct experience of personnel proposed to accomplish the specific tasks/sub-tasks, as applicable, within the PSOW.

2.2.6.3 Qualifications of personnel proposed to accomplish the PSOW.

2.2.6.4 Availability of personnel and equipment to meet the needs of the Project to be assigned.

2.2.6.5 Local conditions and/or assumptions on the part of the Contractor which may affect the accuracy of the PSOW.

2.2.6.6 Total, firm, fixed prices for all services, materials, and equipment required to perform all work required by the PSOW. However, cost shall not be the primary evaluation criteria.

2.2.7 Final Project Contract Award:

2.2.7.1 After receipt of the PO and in accordance with the established evaluation criteria, the Using Agency shall issue a final Project Contract award.

2.2.7.2 The Using Agency shall encumber funds prior to issuance of any Notice to Proceed or similar document to the Contractor.

2.2.8 Pre-Performance Meeting:

All work shall be coordinated through the Using Agencies Project Manager or Project Coordinator. If required by the Using Agency, the Project Manager or Project Coordinator and Contractor's key personnel shall participate in a pre-performance meeting to coordinate the work schedule and provide clarification on any items as necessary.

2.2.9 Differing Site Conditions:

The Contractor shall notify, in writing, (email or facsimile notification is an acceptable written format) the Using Agency Project Manager or Project Coordinator of differing site conditions or any other changes not anticipated in the Project which may cause a change in cost, completion time or makes significant changes in methodology. If changes result in an increase or decrease in the established firm, fixed prices, such increase or decrease shall be detailed to such an extent as to allow the Using Agency sufficient information to evaluate the costs involved. Such written notification, to include revised prices, shall be made as soon as possible but no later than five (5) business days from discovery.

The Using Agency Project Manager or Project Coordinator, as applicable, may authorize field changes in Project(s), as long as such changes do not exceed ten percent (10%) of the original Project Contract amount. Once the field change has been authorized, the Contractor shall forward all applicable documentation within five (5) business days to the Using Agency Project Manager or Project Coordinator. Such field modification shall be followed by a written PA within a reasonable time but before the next invoice period.

2.2.10 Project Amendment (PA):

The Using Agency retains the right to make changes, in writing, at any time to the Project Contract. If such changes result in a change in cost, completion time, or makes significant changes in methodology, a PA shall be issued by the Using Agency.

2.2.10.1 If changes result in an increase or decrease in the established firm, fixed prices, the Contractor shall submit to the Using Agency Project Manager or Project Coordinator, costs associated with the change, detailed to such an extent as to allow the Using Agency sufficient information to evaluate the costs involved.

2.2.10.2 Upon receipt of requested change(s), the Using Agency shall make a determination of acceptance or rejection of the requested change(s) to the Project Contract. The Using Agency shall notify the Contractor, in writing, of rejection; or if accepted, a formal PA shall be issued.

2.2.10.3 Contractors shall not be authorized to proceed with any change(s) under consideration until written approval by the Project Manager or Coordinator, as applicable is received from the Using Agency.

2.3 INVOICES AND PAYMENTS:

2.3.1 Contractors may submit monthly invoices, or for an alternative billing cycle, during the performance of a Project to the Using Agency for payment. However, payment shall

only be for the amount of work completed and accepted by the Using Agency Project Manager or Project Coordinator for that applicable billing cycle.

In no instance will the amount(s) being invoiced differ from the firm, fixed prices established in the final Project Contract and any subsequent approved written PA's.

2.3.2 The Using Agency shall not be charged for Contractor time needed to bring new Key Personnel to the level of site knowledge of previous Key Personnel. This shall include becoming familiar with the specific characteristics and special requirements of the Project area. If the Contractor replaces Key Personnel, it shall not affect their commitment to meet all schedules and deliverables.

2.3.3 Any overtime and/or double-time must be prior approved, in writing, by the Using Agency if the Contractor anticipates billing the Using Agency for such overtime and/or double-time.

2.3.4 If required by the Using Agency, the Contractor shall:

2.3.4.1 Provide invoices, which itemize individual personnel on the invoice indicating the actual hours worked, the hourly rate, personnel classification, level, and the extended amount of fees being billed.

2.3.4.2 Support all use of capitalized equipment; include actual time for mobilization, set-up (if required) and demobilization.

2.3.4.3 Support all hours worked by detailed time sheet, which outlines the hours worked each day; all charges billed must be relative to the technical task. If the Project entails work by the Contractor at more than one (1) area, the Using Agency may additionally direct the Contractor to report the number of hours worked by area.

2.3.4.4 Provide separate invoices from all subcontractors, rentals, materials, and for all equipment used. Such invoices shall outline the use and/or services worked. Charges billed must be relative to the Project. If the Project entails work by a subcontractor at more than one (1) area, the Using Agency may additionally direct the Contractor to report the additional services worked by area.

2.3.4.5 Provide receipts for all lodging and subsistence with services provided where the Project area is thirty-six (36) or more miles from the intersection of 3rd Avenue and Jefferson Street, Phoenix. The Contractor must provide motel and meal receipts with the invoice. **Mileage will only be allowed for the thirty-six (36) miles or more identified above, and then only for the overage in both directions**

2.3.5 All work associated and approved through a PA must be so identified on all invoices.

2.3.6 Additional charges for accounting, invoicing, payroll preparation, and invoice related copying (copying for deliverables identified in a PSOW is a direct cost), preparation of a PO, etc., are considered an indirect cost and therefore not billable as a separate item. Additional charges to correct and resubmit an invoice are not a billable charge.

2.3.7 The Contractor shall certify by original signature that all invoices have been examined, and to the best of the Contractor's knowledge and belief, the reported expenditures are valid, based upon the Contractor's official and auditable accounting records (books of account) and are consistent with the terms of the contract.

2.3.8 Payment(s) shall not be construed to be an acceptance of defective work or improper material.

2.3.9 Maricopa County shall not be obligated to make final payment until the Contractor has delivered to the Using Agency a certificate and release satisfying that the Project has been completed and that the work is not subject to any unsatisfied lien or claim as a result of the Contractor, that all rights of lien against the County's property have been satisfied and that the Contractor has paid, or shall pay in full, all outstanding obligations against the work upon receipt of final payment.

2.3.10 Stand-By Time:

The Contractor shall not receive any payment whatsoever for standby time (i.e., equipment and labor either on site or held elsewhere and not used in conjunction with the Project) for labor, equipment or materials if such stand-by time is the fault of the Contractor or any subcontractor. Payment shall be made only for equipment, labor, and material actually used with provisions for payment for equipment in transit, portal to portal.

However, stand-by time, if thirty (30) minutes or more, will be an authorized charge if such delays are due to the fault of the Using Agency or any of its agents. Costs for stand-by time may be negotiated between the Contractor and the Using Agency at the time of the PA.

2.3.11 Final Payment:

No later than sixty (60) days after completion of a Project and acceptance by the Using Agency, the Contractor shall submit invoices marked "FINAL" to the Using Agency Project Manager or Coordinator. Failure to submit final invoices within this time frame may result in payments being delayed. However, the sixty (60) day requirement may be extended with the written approval of the Using Agency.

2.4 TAX:

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

2.5 OVERALL RESPONSIBILITIES:

2.5.1 Overall Responsibilities of the Using Agencies:

The Contractor shall agree and understand that each Project shall be supervised by a Project Manager or Project Coordinator furnished by the Using Agency. The Contractor shall report directly to the Project Manager or Project Coordinator and shall agree and understand that the Project Manager or Project Coordinator shall have authority for the following:

2.5.1.1 Review of and approval of initial POs and follow-on POs required in the performance of the Project.

2.5.1.2 Review of clean-up procedures.

2.5.1.3 Review and approval of the use of certain equipment, personnel, materials, services, and/or procedures.

2.5.1.4 Hours and days of work.

2.5.1.5 Review of safety plans and protocol for compliance with OSHA and other regulations as applicable.

2.5.1.6 Stopping work order for safety of the Contractor or the environment or due to violation of safety regulations by the Contractor, the Contractor's personnel, or subcontractors.

2.5.1.7 Review of decontamination procedures.

2.5.1.8 Review of disposal sites and treatment, technologies for waste generated from clean-ups, and the signing hazardous waste manifests.

2.5.1.9 Final interpretation of the work in POs.

2.5.1.10 Determination of Project completion.

2.5.1.11 Review and approve all invoices submitted for payment.

2.5.1.12 After Project completion, acceptance and final payment to the contract, the Using Agency shall submit a Project Completion Report to Maricopa County Materials Management Department, including, but not limited to, identification of the Using Agency, location of the site, contract number(s) (or other number identifying the PO award) issued by Using Agency, synopsis of the effort completed, Project start and completion dates, total amount of initial Project Offer Award, number of PAs with dollar amounts, and identification of specific concerns relating to the satisfactory completion of the work scope.

2.5.2 <u>Overall Responsibilities of the Contractor:</u>

2.5.2.1 The Contractor shall protect the property of the Using Agency from damage during the duration of any Project. The Contractor shall replace any, or all damaged property at no cost to the Using Agency to the extent caused by the Contractor's negligent acts or willful misconduct.

2.5.2.2 The Contractor shall satisfy himself/herself regarding the existing conditions under which he/she shall have to operate in completing the work, or which shall affect the work in any manner. No allowance shall be made subsequently in this regard on behalf of the Contractor for any error or negligence on his/her part.

2.5.2.3 The Contractor shall carefully check all dimensions and conditions at the Project area, and shall be responsible for sufficiently familiarizing themselves with Project area conditions which may affect the work to make a firm-fixed price PO. Any drawings provided by the Using Agency are meant to be utilized as a guide to the building or Project area configurations. All measurements and sizes are approximate, and must be confirmed, to the extent agreed upon by the Using Agency, by the Contractor prior to implementation of the work on the Project.

2.5.2.4 The Contractor shall agree and understand that for some Projects the Using Agency may request only a service such as drilling or analysis without a Contractor Project Manager.

2.5.2.5 The Contractor shall maintain a complete daily record of all labor, equipment, materials, subcontracted services and expenses, to include mileage, if any, incurred in the performance of the services provided and shall provide the Using Agency such record with all supporting documentation, if so requested in the PSOW.

2.5.2.6 The Contractor shall complete all services specified in the Project Offer and any subsequent amendments. However, the Contractor shall agree and understand that completion of such services does not in itself constitute

Project completion. The Using Agency shall determine when each Project is complete.

2.5.2.7 The Contractor, and any subcontractors utilized by the Contractor, must not be listed on the General Services Administration (GSA), List of Parties Excluded from Federal Procurement and Non-procurement Programs, which supersedes the List of Debarred, Suspended and Voluntarily Excluded Parties.

2.5.2.8 The Contractor shall submit copies of waste shipment records, if applicable, to the Using Agency and County Risk Management.

2.5.2.9 In addition to the copies submitted to the Using Agency, THE CONTRACTOR SHALL SUBMIT A COPY OF ALL FINAL REPORTS AND MANIFESTS TO THE MARICOPA COUNTY RISK MANAGEMENT DEPARTMENT (applies only to Maricopa County funded projects).

2.6 COMPLIANCE WITH LAWS:

The Contractor shall agree and understand that all work authorized under the contract must be performed in conformance with ALL APPLICABLE federal, state, and local laws, regulations, and rules in effect at the time services are performed or which are reasonably foreseeable.

2.7 PROFESSIONALS:

The Contractor shall agree and understand that some work requested by the Using Agency may require the performance of a Registered Geologist (R.G.), Professional Engineer (P.E.), Certified Industrial Hygienist (CIH) or other registered technical professional licensed in the State of Arizona and consistent with the applicable Rules and By-Laws of the Arizona Board of Technical Registration (ABTR) or appropriate licensing agency. Where required, all plans, specifications, reports and other professional documents delivered to the Using Agency must be sealed by such registered professional and must be acceptable to the Using Agency in form, timeliness, contents, and presentation. Confidentiality of information shall be determined in accordance with A.R.S. § 49-205, A.R.S. § 49-201.29, and A.R.S. § 49-1012.2.

2.8 PROFESSIONAL AND FIELD LEVELS:

The following staff or equivalent titles may be required at various Professional and Field Levels as dictated by workload, site conditions, and scopes of work and resultant PSOW. Additional classifications may be included with detailed job descriptions by the Contractor. There will be multiple technical disciplines that will fall under the descriptions of each professional level. A geologist, engineer, or environmental scientist with one (1) year environmental experience would each fall under a Professional Level:

2.8.1 Project Manager: With experience in proposal and application of the disciplines as required by the scope of work at various levels.

2.8.2 Engineer: With applicable degree, experience, and expertise in design and review, pertinent to Project requirements, that can be validated.

2.8.3 Professional Engineer (P.E.): Same qualifications as Engineer. Must be registered in the State of Arizona.

2.8.4 Chemical Engineer: With applicable degree, experience, and expertise in design and review, pertinent to Project requirements, that can be validated.

2.8.5 Permit Engineer: With applicable degree, experience, and expertise in design and review, pertinent to Project requirements, which can be validated.

2.8.6 Air Quality Engineer: With applicable degree, experience, and expertise in design and review, pertinent to Project requirements, that can be validated.

2.8.7 Risk Assessor/Toxicologist: With experience that can be validated in Risk Assessment development and/interpretation.

2.8.8 Statistician: With experience in probabilistic and deterministic methods.

2.8.9 Microbiologist: With experience in bioremediation and/or fungi and bacteria biology and applicable degree that can be validated.

2.8.10 Computer Modelers: With experience in:

2.8.10.1 Vadose Zone Fate and Transport Modeling

2.8.10.2 Groundwater Fate and Transport Modeling

2.8.10.3 Contaminant Fate and Transport Modeling

2.8.10.4 Air Emissions Modeling

2.8.11 Hydrologist: With degree and experience that can validated.

2.8.12 Geologist: With degree and experience that can be validated.

2.8.13 Registered Geologist (R.G.): Same qualifications as Geologist. Must be registered in the State of Arizona.

2.8.14 Principal Investigator: For cultural anthropological Projects (cultural research, informant interviews) and Cultural Resource Management Projects (archaeological survey, testing, data recovery, technical research). Experience and knowledge of the history and prehistory of Arizona, and the ethnography of Arizona cultures. Experience developing and executing anthropological research designs (survey, testing, data recovery, technical reporting).

For federal undertakings, ability to meet Secretary of the Interior's Standards; ability to obtain an Archaeological Resources Protection Act (ARPA) Permit; ability to meet the standards of 36 CFR 800 and Sections 106 and 110 of the National Historic Preservation Act of 1966 as amended; ability to meet the provisions of the Native American Graves Protection and Repatriation Act (NAGPRA); and, ability to implement the concepts outlined in National Park Service Bulletin 38 for Traditional Cultural Properties. For state undertakings, ability to obtain and satisfy all requirements of an Arizona Antiquities Act Permit from the Arizona State Museum (ASM); and ability to meet all provisions of the State Historic Preservation Act in consultation with the Arizona State Historic Preservation Officer (SHPO) and interested parties.

2.8.15 Anthropological or Archaeological Research Staff: Proven experience executing anthropological research designs or archaeological research designs (survey, testing, data recovery, technical reporting) under the direction of a Principal Investigator. Anthropological or archaeological field school; or completion of a recognized certification program; or a Bachelor's degree in Anthropology/Archaeology; or a related degree which demonstrates an ability to conduct research using appropriate scientific and cultural methods. A Master's degree in Anthropology/Archaeology may be required for certain positions or tasks.

2.8.16 Environmental Scientist: With degree and experience that can be validated.

2.8.17 Inspector/Project Manager - Asbestos Assessment: With experience in Project management of asbestos assessment Project. Meets training requirements under OSHA 29 CFR 1926.1101, Asbestos.

2.8.18 Competent Person/Project Site Manager - Asbestos Abatement: With experience in Project management of asbestos abatement Projects. Meets training requirements under OSHA 29 CFR 1926.1101, Asbestos.

2.8.19 Asbestos Abatement Workers: With experience in asbestos assessment and abatement work. Meets training requirements under OSHA 29 CFR 1926.1101, Asbestos.

2.8.20 Industrial Hygienist: This is a professional qualified by education, training, and experience to anticipate, recognize, evaluate, and develop controls for occupational health hazards.

2.8.21 Certified Industrial Hygienist (CIH): The same qualification as an Industrial Hygienist and, in addition, is also certified in the comprehensive practice of industrial hygiene by the American Board of Industrial Hygiene.

2.8.22 Chemist: With degree and experience that can be validated.

2.8.23 Biologist/Wildlife Biologist/Wildlife Rehabilitator: With degree and/or experience that can be validated and appropriate Federal and State wildlife permits and licenses.

2.9 DATA AND DOCUMENT MANAGEMENT:

2.9.1 The Contractor shall furnish the personnel, services, materials, and equipment required to provide manual and automated storage, search, retrieval, and other management of data collected in the course of any activity undertaken pursuant to the contract, and other data specified by the Using Agency. This data may include facility descriptions, coordinates and elevations of sampling stations and features of sites, results of environmental measurements, hazard characteristics, target receptors, cleanup Project schedules, costs, obligation and outlay Projections, other financial information, and mailing lists.

2.9.2 The principal sources for the data are the following types of activities site assessment, investigation, characterization, and/or feasibility study. The data may be used in remedial planning and implementation activities, or in support of legal proceedings. Information/reports provided to the Using Agency shall be in accordance with instructions and format specified or approved by the Using Agency.

2.9.3 Any data which the Using Agency has title to or which is requested to be reported by the PSOW will be reported to the Using Agency according to the following standards for media, contents and format:

2.9.3.1 Unless required by the PSOW, the Contractor shall provide data on the following electronic media: CDROM or other storage medium in a format (PDF, HTML, ASCII, Access, etc.) specified by the Using Agency.

2.9.4 If required by the PSOW, the Contractor shall provide data in the form of a written report.

2.9.5 If required by the PSOW, the Contractor shall provide raw laboratory data in electronic format as described elsewhere within this document.

2.9.6 One copy of the data/report shall also be provided to Maricopa County Risk Management for central record-keeping purposes and to monitor the County's exposure to environmental liability (applies only to Maricopa County funded projects). This may be either a hard (written) copy or an electronic copy on CD.

2.10 COMMUNITY RELATIONS:

2.10.1 The Contractor may be required to furnish the personnel, services, materials, and equipment required to assist the Using Agency in conducting a community relations program. The Contractor understands that the purpose of a community relations program is to encourage two-way communications between communities affected by the Project and the County. Community relations must be integrated closely with all response activities. The objectives of this effort are to achieve community understanding of the actions taken by the Using Agency, to obtain community input, and to seek the concurrence of the community for the selected activity.

2.10.2 Community relations support may include, but is not limited to, the following:

- Preparation of a community relations plan
- Solicitation of, and, upon Using Agency concurrence, selection of Community Relations subcontractors, if needed
- Analysis of community attitudes toward proposed actions
- Definition of community relations program needs for each remedial activity
- Documentation of all contacts with the public when directed by the Using Agency Project Manager or Coordinator, as applicable
- Development of community mailing lists
- Preparation, subject to Using Agency approval, duplication and distribution of news releases, fact sheets, slide shows, exhibits, and other audiovisual materials designed to apprise the community of current and proposed actions
- Establishment of community information centers
- Arrangement of briefings, press conferences, workshops, and public hearings
- Preparation of reports and participation in Project review meetings.

2.11 OUT-OF-STATE PERSONNEL:

Written approval of the Using Agency shall be obtained by the Contractor prior to importing the services of out-of-state personnel in conjunction with a PSOW for any billable expense other than the hourly rate.

2.12 CULTURAL RESOURCE STUDIES:

Cultural Resource Management consultants must obtain an Arizona Antiquity Act Permit from the Arizona State Museum (ASM) per ARS § 41-841 et seq., and the rules and regulations of the Arizona State Museum as amended. Individuals, corporations and agencies must consult with ASM regarding discoveries of human remains or associated funerary objects. Individuals, corporations and agencies must comply with the Discovery Clause, ARS § 41-844 A.

These services may be provided by in-house staff personnel or a subcontractor. OSHA training may be a requirement for archaeological services as indicated in the Contractor's Health and Safety Plan or as specified in the Using Agency PSOW.

2.13 TECHNICAL OVERSIGHT:

If required by the Using Agency, the Contractor may provide services in support of the investigation, planning, compliance, and cleanup activities of the Using Agency sites. These services, if required, shall include field and office oversight of investigations and cleanups. These services may involve Using Agency case file reviews. The Contractor shall perform these oversight investigations and suggest corrective actions with respect to environmental issues covered in the PSOW and pursuant to the existing provisions of the Arizona Revised Statutes, Department policies and guidelines, and all applicable federal, state, and local laws, ordinances, and regulations. The Contractor shall conform to OSHA regulations for health and safety of employees, as applicable.

2.14 OSHA/EPA SAFETY TRAINING:

All technical staff performing field duties (including subcontractor field personnel) in areas of potential contamination must receive appropriate training as specified by the OSHA and/or EPA. This training addresses knowledge and skill necessary to perform hazardous waste cleanup operations with minimal risk to personnel health and safety. OSHA specifications for this training are covered in CFR 29 CFR 1910.

2.15 EQUIPMENT:

2.15.1 Essential equipment, as identified by the Contractor in their proposal, may be added to the equipment list at any time, on a case-by-case basis. Additions shall have prior written approval by the County, with concurrence of any applicable Using Agency. Other Contractors on the County Qualified Lists may be contacted to add like equipment to their equipment list.

2.15.2 Should the County and/or any Using Agency require the Contractor to procure additional specialized equipment for performance of the proposed work in a PSOW, the cost associated with procurement of the equipment and the anticipated charges to the Using Agency shall be itemized in the PO.

All equipment with capitalized costs of $500.00 or more purchased entirely with County funds becomes the property of the County as a fixed asset with all rights to ownership and shall be accounted for upon completion of the Project work. The County reserves the right to purchase the said equipment separately and allow the Contractor use of County equipment to accomplish performance of the work. The Contractor shall provide the County Procurement Office and the Using Agency copies of three (3) competitive offers along with the actual billing receipt for any and all equipment purchased under this provision.

2.16 TIME AND MATERIAL SUBCONTRACTS:

To the maximum extent possible, additional work for a Contractor's subcontractor shall be firm-fixed price.

2.16.1 However, it is recognized that there are those rare instances where a time and material subcontract may be required. Time and materials sub-contracts shall only be used in those unique circumstances where the nature and extent of services required cannot be established in advance, and the use of firm-fixed price POs and Contracts would clearly result in greater risks and costs and provide no contractual advantage to the Using Agency and Maricopa County. In order to maintain control of the use of a time and materials subcontract, the following mandated guidelines shall be utilized by both Contractors and Using Agencies.

2.16.1.1 All time and materials subcontracts shall require the prior written approval of the County.

2.16.1.2 A fixed fee for subcontractor work shall be established between the County and the Contractor.

2.16.1.3 Hourly rates for services shall be firm-fixed price.

2.16.1.4 All capitalized equipment shall be firm-fixed price.

2.16.1.5 The County must insure that the Using Agency is receiving the most favorable price for the unanticipated services. Therefore, Contractors shall provide written evidence of most favorable price. This could be accomplished by the use of competitive written bids, proposals or any other means to provide such

evidence, or approved by the County Procurement Administrator and the assigned contract administrator within the County Procurement Office.

2.16.1.6 A not-to-exceed (NTE) cost, including the subcontractor fixed fee, shall be established by the Using Agency and the Contractor which shall not be exceeded without the prior written approval of the County Procurement Administrator and the assigned Contract Administrator within the County Procurement Office.

2.16.1.7 The Using Agency, in conjunction with the Contractor, shall provide a written statement establishing justification as to why no other contract type, other than time and materials, is practicable for this PSOW.

2.16.1.8 A specific individual shall be identified by the Contractor as a key contact with responsibility to monitor performance of the work. This individual shall be available for providing written and oral subcontract status to any inquiring Department, during normal work hours, Monday through Friday.

2.16.1.9 Invoices from the Contractor shall include copies of all subcontractor invoices and be specifically itemized for easy identification and verification.

2.16.1.10 The Contractor shall submit, directly to the County Procurement Office, or its assigned Contract Administrator, a monthly status report detailing the status of each time and material subcontract, including, but not limited to, a description of the effort completed, a schedule of remaining work to be completed, a statement as to the percentage of work completed, amount invoiced to date, the prior approved NTE cost and identification of specific concerns relating to the satisfactory completion of the PSOW.

2.17 DELIVERY:

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

2.18 BOND REQUIREMENT:

Depending on the **individual project,** the Contractor may be required to furnish the Contracting Agency the following bonds, which shall become binding upon the award of the contract to the Contractor.

(A) A Performance Bond equal to the full contract (project) amount (or as specified) conditioned upon the faithful performance of the contract in accordance with plans, specifications and conditions thereof. Such bond shall be solely for the protection of the Contracting Agency awarding the contract.

(B) A Payment Bond equal to the full contract (project) amount solely for the protection of claimants supplying labor and materials to the Contractor or his Subcontractors in the prosecution of the work provided for in such contract.

Each bond shall include a provision allowing the prevailing party in a suit on such bond to recover as a part of his judgment such reasonable attorney's fees as may be fixed by a judge of the court.

Each bond shall be executed by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance. The bonds shall not be executed by an individual surety or sureties. The bonds shall be made payable and acceptable to the Contracting Agency. The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in this state, as by law required, and the bonds shall have attached thereto a certified copy of the Power of Attorney of the signing official. In addition, said company or companies shall be rated "Best-A" or better as required by the Contracting Agency, as currently listed in the most recent Best Key Rating Guide, published by the A.M. Best Company.

EXHIBIT B-12
SCOPES OF WORK

E3-12.0 WILDLIFE RESCUE AND RELOCATION SERVICES (INCLUDING BEE RELOCATION)

E3-12-1 INTENT:

The Contractor shall have the ability and appropriate Federal and State permits to survey for the presence of target wildlife species; humanely capture and remove target wildlife species to other suitable habitat or a licensed wildlife rehabilitation facility, and when appropriate, relocate wildlife into new habitat areas. For non-emergency bee removal, The Contractor shall have experience in the humane and non-lethal relocation of bee colonies or hives. Non-emergency bee removals are those where immediate human safety is not at risk and/or project timelines would not be significantly impacted by such removal. The Contractor may assist the Using Agency in meetings and negotiations with regulators, property owners, potential responsible parties, and other interested parties, including the general public.

E3-12.2 PERMITS:

The applicable Permits and Licenses that may be required for the services listed above may include but are not limited to:

E3-12.2.1 U.S. Fish and Wildlife Service Permits such as those for Take, Transport, Rehabilitation, Possession for Education (Dead or Alive), Bird Banding, etc.

E3-12.2.2 Arizona Game and Fish Department Licenses such as a Scientific Collection License, Trapping License, Wildlife Rehabilitation License, Wildlife Services License, etc.

EXHIBIT C
DEFINITIONS

1.1 DEFINITIONS:

Following are definitions as used in any resultant contract:

1.1.1 Administrative (Indirect) Costs:

Means those reasonably considered as the costs of doing business; typically recognized administrative costs are preparation of PO or changes, accounting, invoicing, bonding, payroll preparation, motor pool costs, office materials, supplies, telephone calls (local and/or long-distance), and other related administrative activities.

1.1.2 ADEQ Guidance Cleanup Levels (AGCLs):

Means the pre-determined risk-based clean-up levels or standards as developed by the ADEQ.

1.1.3 Area:

Means the geographical location defined within the PSOW.

1.1.4 Asbestos:

This includes chrysolite, amosite, crocidolite, tremolite asbestos, anthophyllite asbestos, actinolite asbestos, and any of these minerals that have been chemically treated and/or altered.

1.1.5 Asbestos Containing Material (ACM):

Any material that contains one percent or greater (>1%) asbestos as one of its components. Asbestos fiber may be found in vinyl or resilient floor coverings, drywall, roofing felts and ceiling tiles, cement pipe, cement sheet, and shingle. Asbestos fiber may be a component in gaskets and packing, in reinforced plastic molding compounds, in coatings and sealants, and in friction products, including brake linings, clutch facings, and industrial linings for equipment and appliances. For purposes of the OSHA Asbestos Standards, any thermal system insulation (TSI), sprayed-on or troweled-on surfacing materials, or vinyl/asphaltic flooring materials in building constructed prior to 1981 are presumed to be ACMs, unless proven otherwise by testing.

1.1.6 Background:

Means the concentration of a naturally-occurring contaminant in like lithology and soils within close proximity to, but not affected by, a release.

1.1.7 Best Management Practices (BMPs):

Shall have the meaning as contained in A.R.S. § 49-201(3) and any definition shown herein is superseded by the current statutory definition.

1.1.8 Competent Person:

For general purposes of this RFQ: One who is knowledgeable about construction safety and health and, through training and certification, is capable of identifying existing asbestos hazards in the workplace. A competent person has expertise to select the appropriate strategies for controlling exposure to asbestos and the authority to take prompt corrective measures to eliminate the hazards. This person has to be specially trained in a course which meets the criteria of EPA's Model Accreditation Plan, or equivalent, for project designer or contractor/supervisor, and/or must be trained in an

EPA O&M course, or equivalent, dependent upon the type of work. The competent person must receive annual refresher training to maintain certification. The term "Competent person" shall also apply to all other OSHA-defined situations.

1.1.9 Conflicting Party:

Shall be defined as any person who may be responsible under any state or federal law for pollutants which are present in, or threaten, the Project area defined within the PSOW.

1.1.10 Contaminant:

Means a substance, which is known or suspected to have an adverse impact on human health or the environment when released, emitted, discharged, or spilled into the environment.

1.1.11 Cost Effectiveness/Fair Market Price:

Means a price based on reasonable costs under normal competitive conditions or as otherwise determined in the best interests of the County, is technically feasible for design and implementation including operation and maintenance over the period of reasonably expected human and environmental exposure to such substances, and is not based solely on lowest possible cost.

1.1.12 Deterministic Risk Assessment Methodology:

Means a point-specific risk assessment. In the equation used to calculate risk, each parameter of exposure and toxicity is a single point estimate for each receptor evaluated (i.e., lifetime resident, adult resident, or young child resident). Upper-bound values are generally used in the risk calculation and the resulting risk estimate is likely to overstate the actual risk to any one individual.

1.1.13 Essential Equipment:

Equipment, as identified by the Contractor in their proposal, is equipment the Contractor has determined as essential for completion of the applicable Scope of Work.

1.1.14 Person:

Shall have the meaning as contained in A.R.S. § 49-201 and any definition shown herein is superseded by the current statutory definition.

1.1.15 Pollutant:

Shall have the meaning as defined in A.R.S. § 49-201 to mean fluids, contaminants, toxic wastes, toxic pollutants, dredged soil, solid waste, substances and chemicals, pesticides, herbicides, fertilizers, other agricultural chemicals, incinerator residue, sewage, garbage, sewage sludge, munitions, petroleum products, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt, mining wastes, industrial wastes, municipal wastes, agricultural wastes, or any other liquid, solid, gaseous or hazardous substances.

1.1.16 Probabilistic Risk Assessment Methodology:

Means substituting probability distributions for the point estimate input variable in the equations used to calculate expose dose and risk. The resulting distribution provides a full characterization of risk and corresponding risk percentiles for all exposure levels.

1.1.17 Project Scope of Work (PSOW):

Is a scope of proposed work for a specific site or Project, with other relevant additional information and requirements such as site descriptions and additional invoicing

requirements, prepared by the Using Agency to obtain an offer from the Contractor of a firm-fixed price to perform the work, their methodology of approach, Key Personnel to be assigned, any other factors or details requested, and when applicable, proposed cost savings or proven technical innovations.

1.1.18 Project Offer (PO):

Is an offer prepared by the Contractor in response to a PSOW from a Using Agency.

1.1.19 Project:

Is the formal written acceptance, with any negotiated changes, of the Contractor's PO.

1.1.20 Project Amendment (PA):

Is a formal written change, i.e., "change order," to a Project, negotiated between the Contractor and Using Agency, which represents a material change in scope, price, or time.

1.1.21 Regulated Substance:

Shall have the meaning as contained in A.R.S. § 49-1001(14) and any definition shown herein is superseded by the current statutory regulation. (Regulated substances means: (a) petroleum, (b) a substance specified in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, but not including a substance regulated as a hazardous waste under the Solid Waste Disposal Act of 1984).

1.1.22 Remediation or Remedial Action:

Shall have the meaning as contained in A.R.S. § 49-151 and/or A.R.S. § 49-281 and/or the National Contingency Plan (NCP), Section 101(24) of CERCLA as applicable.

1.1.23 Risk Assessment:

Shall mean a scientific evaluation of the risk to human health and/or the environment from the exposure to a specific type and concentration of contaminant. A risk assessment contains four components: identification of potential chemicals of concern; an exposure assessment; a toxicity assessment; and a risk characterization. The methodologies to perform or evaluate a risk/assessment shall be deterministic, probabilistic, or an alternative methodology commonly accepted in the scientific community.

1.1.24 Site:

Shall have the meaning as contained in the applicable section and chapter of the ARS, Title 49, The Environment, for any portion of any work within the scopes of work in this contract.

1.1.25 Underground Storage Tank (UST):

Shall have the meaning as contained in A.R.S. § 49-1001(18) and any definition shown herein is superseded by the current statutory definition. (UST means a tank or combination of tanks and underground pipes connected to tanks being used or having been used to contain regulated substances and which has at least ten percent (10%) of the total volume of the tank and underground portions of pipes connected to the tank underground. Exceptions to this definition are listed in the statutory regulation.)

1.1.25.1 UST Closure: The removal of an UST from operation.

1.1.25.2 Corrective Actions: The meaning as contained in A.R.S. § 49-1001 and 40 CFR, Part 280.60 through and including 40 CFR, Part 280.67 and any definition shown herein is superseded by the current statutory definition. (Corrective actions may include the use of biostimulation and indigenous microbes and bio-augmentation using microbes that are non-pathogenic, non-opportunistic, and that are naturally occurring.)

SERIAL 13134-ITN

WILD AT HEART, 31840 N. 45TH STREET, CAVE CREEK, AZ 85331

PRICING SHEET: NIGP CODE 91843

Vendor Number:	2011004647 0
Certificates of Insurance	Required
Contract Period:	To cover the period ending **April 30, 2017.**