

SERIAL 14041 S EXPEDITED MOVING SERVICES AND SYSTEMS RECONFIGURATION

DATE OF LAST REVISION: March 27, 2015 CONTRACT END DATE: August 31, 2017

CONTRACT PERIOD THROUGH AUGUST 31, 2017

TO: All Departments
FROM: Office of Procurement Services
SUBJECT: Contract for **EXPEDITED MOVING SERVICES AND SYSTEMS
RECONFIGURATION**

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 **August 21, 2014 (Eff. 09/01/14)**.

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

SA/at
Attach

Copy to: Office of Procurement Services
Don Jeffrey, Facilities Management

(Please remove Serial 08036-S from your contract notebooks)

ELONTEC LLC, 5402 W ROOSEVELT ST. STE 106, PHOENIX, AZ 85043 5502 W. BUCKEYE RD., PHOENIX, AZ 85043

COMPANY NAME: Elontec, LLC

DOING BUSINESS AS (DBA) NAME: _____

MAILING ADDRESS: 5402 W Roosevelt St. Ste 106 Phoenix, AZ 85043
5502 W. Buckeye Rd., Phoenix, AZ 85043

REMIT TO ADDRESS: _____

TELEPHONE NUMBER: 602-759-5500

FACSIMILE NUMBER: 602-759-5501

WEB SITE: www.elontec.com

REPRESENTATIVE NAME: Joe Clayton Jill Trout

REPRESENTATIVE TELEPHONE NUMBER: 602-759-5500 X 102

REPRESENTATIVE E-MAIL: jclayton@elontec.com jtrout@elontec.com

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

WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
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FUEL COMPRISES (if section for fuel price adjustment is located in the solicitation document) 1% OF TOTAL BID AMOUNT

NET 30 DAYS

FIRST CALL

Title	Normal Business Hours	Outside Normal Business Hour	Weekends and Holidays
Laborer	26.00	29.00	33.00
Lead Installer / Foreman	29.00	32.00	39.00
Project Manager	35.00	35.00	35.00
Electrician	75.00	112.50	150.00

EFFECTIVE 03/13/15

Consulting	45.00	45.00	45.00
Design	45.00	45.00	45.00
Storage Price SQF	0.52		
Warehouse handling	24.00	Billed in 1/2 hour increments	

Relocation Equipment Pricing	Normal Business Hours	Outside Normal Business Hour	Weekends and Holidays
24' and 26' box truck with lift gate	20.00	Billed at \$20.00 per hour	
53' Tractor with Trailer	30.00	Billed at \$30.00 per hour	
Forklift	150.00	Billed at \$150 per Day	

ELONTEC LLC, 5402 W ROOSEVELT ST. STE 106, PHOENIX, AZ 85043 5502 W. BUCKEYE RD., PHOENIX, AZ 85043

Tyga boxes	0.29	Day	
Gondola/Library Cart	1.75	Day	
Speed Pak	1.00		

Packing Materials	Unit Cost	Unit	
Carton - Auto bottom	1.50	Each	
Carton - 1.5 Cu.Ft.	2.00	Each	
Carton - 3.0 Cu.Ft	2.50	Each	
Blueprint box	3.75	Each	
Tri-Wall Dish Pack	5.00	Each	
Tape - 2" Wide	1.50	Roll	
Tyga Box rental - returnable - each per day	0.29	Per day	
Labels - per 100 pack	3.10	Pack	
Computer bags	2.90	Each	
Shrink Wrap	20.00	Per Roll	
Wrapping Paper	0.50	Per Pound	
Gondola - each per day	2.25	Per day	

Daily Materials	Unit Cost	Daily	Weekly
Kick-Down Dollies	No Charge		
Panel Carts	No Charge		
2 Wheel Dollies	No Charge		
4 Wheel Dollies	No Charge		
Masonite 4' x 8' Sheet	No Charge		
Furniture Blankets	No Charge		
Logistic Straps	No Charge		
Cargo Bars	No Charge		
Plywood Decking	No Charge		
Ramp/Steel Plates	No Charge		

Relocation Equipment Pricing	Quantity	Config
24' box truck with Lift Gate	1	Lift Gate
26' Box Truck With Lift Gate	6	Lift Gate
53' Tractor with Trailer with Lift Gate	1	Lift Gate
Forklift 24" Lift	3	
1/2 ton Truck Seats 4	2	Bed
Transport Vehicle Seats 7	2	Passenger
Transport Vehicle Seats 4	1	Passenger
Transport Vehicle Seats 6	1	Bed
Electric Forklift 16'	1	

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Packing Materials	Quantity	
Carton - 1.5 Cu.Ft.	1000	
Carton - 3.0 Cu.Ft	200	
Tyga boxes	840	
Gondola/Library Cart	150	
Speed Pak	200	
Blueprint box	4	
Tape - 2" Wide	10 cases	
Labels - per 100 pack	18 cases	
Computer bags	1000	
Shrink Wrap	36 rolls	
Ramp 10"	1	
Ramp 12"	1	
Ramp 16"	3	

Daily Materials	Quantity	
Kick-Down Dollies	6	
Panel Carts	64	
2 Wheel Dollies	11	
4 Wheel Dollies	400	
Masonite 4' x 8' Sheet	250 sheets	
Furniture Blankets	852	
Logistic Straps		
Cargo Bars	36	
Plywood Decking		
Ramp/Steel Plates	6	

PRICING SHEET: NIGP CODE 96256

Terms: NET 30
 Vendor Number: 2011003211 0
 Certificates of Insurance Required
 Contract Period: To cover the period ending **August 31, 2017.**

PANCOM SOUTHWEST 4425 E. ELWOOD STREET SUITE 107, PHOENIX, AZ. 85040

COMPANY NAME: Pancom Southwest Inc.
 DOING BUSINESS AS (DBA) NAME: _____
 MAILING ADDRESS: 4425 E. Elwood Street Suite 107 Phoenix, AZ. 85040
 REMIT TO ADDRESS: Same
 TELEPHONE NUMBER: 480-921-0371
 FACSIMILE NUMBER: 480-921-0678
 WEB SITE: www.pancomsw.com
 REPRESENTATIVE NAME: Keith Fritz
 REPRESENTATIVE TELEPHONE NUMBER: 480-383-8569
 REPRESENTATIVE E-MAIL: kfritz@pancomsw.com

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

WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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NET 30 DAYS

SECOND CALL

Labor, Normal Business Hours			
Title	Unit Price	Qty	UofM
Project Manager	\$45.00	1	hour
Lead Installer/Foreman	\$32.00	1	hour
Laborer	\$26.00	1	hour
Electrician	\$100.00	1	hour
Labor, Outside Normal Business Hours			
Title	Unit Price	Qty	UofM
Project Manager	\$45.00	1	hour
Lead Installer/Foreman	\$42.00	1	hour
Laborer	\$38.00	1	hour
Electrician	\$150.00	1	hour

PANCOM SOUTHWEST 4425 E. ELWOOD STREET SUITE 107, PHOENIX, AZ. 85040

Laborer, Weekends and Holidays			
Title	Unit Price	Qty	UofM
Project Manager	\$45.00	1	hour
Lead Installer/Foreman	\$45.00	1	hour
Laborer	\$42.00	1	hour
Electrician	\$150.00	1	hour

PRICING SHEET: NIGP CODE 96256

Terms: NET 30

Vendor Number: W000007112 X

Certificates of Insurance Required

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

EXPEDITED MOVING SERVICES AND SYSTEMS RECONFIGURATION

1.0 INTENT:

To provide expedited installation, reconfiguration, and moving services for system furniture relocations of various Maricopa County departments for furniture (modular systems and free-standing), fixtures, supplies and other miscellaneous items. The intent of this contract is for modular/systems furniture set up/tear down and transport as opposed to a “simple” office move.

The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County’s best interest.

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

The County reserves the right to 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.

2.0 SCOPE OF SERVICES:

2.1 The Contractor shall provide all labor, equipment and materials required for relocation/reconfiguration of furniture (particularly systems furniture), fixtures, supplies and other miscellaneous items within Maricopa County.

2.1.1 Contractor shall take the necessary precautions to protect floors, walls, elevators and other building surfaces susceptible to damage.

2.2 The Contractor shall be required to reconfigure (disassemble, re-assemble and install) various brands of modular systems furniture.

2.3 Per Maricopa County’s Asset Inventory Management (AIM) procedures, the Contractor shall be responsible for picking up and returning County-owned product from the AIM inventory maintained at 302-B East University Drive, Phoenix, AZ. (EXHIBIT 3).

2.4 The Contractor shall utilize the services of a licensed (C-11 or L-11) electrician for all electrical service work when required; up to, and including wiring back to the panel box.

2.4.1 All electrical work shall comply with the requirements of the applicable edition of the National Electric Code and State/ Local building codes.

2.4.2 Permits required by local municipal authorities shall be obtained by the Contractor. Cost shall be paid by the Contractor and invoiced to the County with a not to exceed 5% mark-up administrative cost.

2.5 The Contractor shall use a vehicle(s) of sufficient size to meet materials handling requirements, building access, as well as avoid multiple trips. Vehicle(s) used shall be equipped with lift gates or ramps to provide easy and safe materials loading/offloading.

2.6 Rental vehicles shall not be used without prior County approval and must meet contractual insurance requirements.

2.7 Services shall be available within 72 hours of notification by Maricopa County representatives. Notification shall consist of a purchase order or procurement card authorization. Should new product be required to complete the installation; service shall be required within 72 hours of the County’s receipt of new product.

2.8 The Contractor shall perform a general cleanup after services are completed to remove and dispose of all debris.

- 2.9 The Contractor shall contact the project manager in instances when the materials lists contain errors.
- 2.10 Project Work:
- 2.10.1 Project work is quoted as a total price for a complete move/reconfiguration rather than being performed as time and materials work. Projects allow for all contractors to participate competitively. Each of the contractors assigned to this contract shall be provided a written request for project quote with a detailed Scope of Work. Each contractor shall submit a response, with award to the lowest quote for the project. Contractors are not to submit their own project quote sheets. Only County letterhead quote sheets are acceptable. All terms and conditions are those established under this contract. All additional labor charges outside the project Scope of Work are those established on the contractors pricing page.
- 2.10.2 The threshold from time and materials to project work shall be \$5,000.00. This figure is not firm fixed. The County reserves the right to adjust this figure to a higher-level if deemed in the best interest of the department and pre-approved by the Office of Procurement Services procurement officer.
- 2.10.3 After a site review of the project, all contractors must submit the project quote sheet back to the County within the specified time frame, either responding with a firm price; or declining with a written reason why. Contractors declining project work a minimum of three (3) times during a six (6) month period shall be considered in default of contract and as such, a Notice of Cure shall be issued. Future occurrences may result in contract termination.
- 2.10.4 The submitted project price quote shall be all-inclusive. One price to perform the entire project. Any cost overruns shall 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 Facilities Management Department (FMD) (or County user agency if request was made by them) prior to any authorization to proceed. The Contractor who fails to acquire change orders in writing runs the risk of incurring these additional costs without payment. All contractors are to have an opportunity to quote on project work, and the County using agencies shall ensure all contractors of record are included.
- 2.10.5 Dependent 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 an attendance sheet be signed at the completion of the meeting. Contractors not attending, or departing prior to completion of a mandatory site meeting, and submit a project quote will be deemed “non-responsive.”
- 2.10.6 Contractors shall be compensated for additional work requested that is not detailed in the scope via the labor rates bid established on the contractors pricing page or another scope of work.
- 2.10.7 Any applicable taxes imposed shall be included in the project quote. Taxes are NOT to be a separate line item.
- 2.10.8 The County’s project quote sheet shall contain the following information:
- 2.10.8.1 The contract serial number and name;
 - 2.10.8.2 Name and address of site;
 - 2.10.8.3 Detailed scope of work,
 - 2.10.8.4 Other information relative to the S.O.W.,
 - 2.10.8.5 Line item for project cost,

- 2.10.8.6 Check box for “will quote” or “will not quote” the project,
- 2.10.8.7 Other pertinent information,
- 2.10.8.8 Signature line for the Contractor

2.10.9 Project Pricing Ceiling Limits:

Projects shall not exceed \$150,000.00 each. If an emergency occurs, this price ceiling may be lifted if approved by the Office of Procurement Services Procurement Officer assigned to this contract, otherwise, the project may be separately bid outside of this contract document. This to ensure the County receives adequate competition for such work.

- 2.10.10 After receipt of Contractor’s project quote, a mistake based on error in judgment may be corrected or withdrawn within three (3) days of submittal.

2.10.11 Time and Materials:

2.10.11.1 This contract may also be used for time and materials work (under \$5,000) and priced per hour as bid in on the contractors pricing page. Each bidder shall be ranked as first call, second call, third call, etc., based on the hourly rates. The contractor of record having the lowest labor bid shall be called first by the requesting department for time and materials service. If the Contractor is unable to respond in the time parameters, the requesting agency shall proceed to the next lowest bidder. The County must document this via a rank call log. Consistent decline of service requests by a Contractor or consistent non-compliance with response time specifications shall cause the County to review the file and a determination made for default of contract. Contractors declining time and material work a minimum of three (3) times during a six (6)-month period shall be considered in default of contract and as such, a Notice of Cure shall be issued. Future occurrences may result in contract termination.

2.10.11.2 Sales taxes shall be imposed on the materials only, as the labor rate bid has taxes calculated into them.

- 2.11 The Contractor shall obtain parking permits when required and will be reimbursed by the County. The County shall not be responsible for any parking tickets.

2.12 Service Hours:

2.12.1 *REGULAR BUSINESS HOURS SERVICE WORK* shall be performed between 6:00 AM and 6:00 PM, Monday through Friday, excluding County holidays.

2.12.2 *AFTER HOURS SERVICE WORK* shall be performed after 6:00 PM and before 6:00 AM the following morning.

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

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

2.13 Contractor Qualifications:

2.13.1 On your firm’s letterhead, provide written proof of your firms experience with reconfiguration (disassemble, re-assemble and installation) of modular systems furniture.

2.13.2 On your firm’s letterhead, provide a listing of the names of all employees holding modular systems manufacturer certification; and the name of the manufacturer.

- 2.13.3 On your firm's letterhead, provide an inventory of your firm's fleet equipment, and how each unit is equipped (lift gate, ramps, etc.). Additionally, include quantities of moving equipment available (hand carts, dollies, pallet jacks, etc.).
- 2.14 Contractor Employee Security Clearance (EXHIBIT 2):
 - A Security Clearance shall be required of all Contractor employees providing services to the County. This shall allow the Contractor access to restricted areas within the County. The cost of security clearance shall be incurred by the County.
 - 2.14.1 The level of security clearance shall be determined by the department requiring the work:
 - 2.14.1.1 County Attorney
 - 2.14.1.2 MCSO
 - 2.14.1.3 Superior Court
 - 2.14.1.4 General Contractor
 - 2.14.2 The Contractor shall have a minimum of four (4) employees pre-qualified at all times, at each level to meet the 72 hour availability requirement of §2.7.
- 2.15 Maricopa County Requirements:
 - 2.15.1 A County representative shall be responsible for all aspects of the relocation and be available to the Contractor to address problems, questions or change modifications that may arise.
 - 2.15.2 Order new product if required and provide the Contractor with an expected date of receipt so that Contractor may schedule installation within 72 hours after receipt of new product.
 - 2.15.3 Provide a complete bill of materials including: new product as required, existing product to be reused or moved and product out of AIM.
 - 2.15.4 Provide drawings of the existing and proposed furniture layout reflecting dimensions, power sources and any other details necessary for project completion.
 - 2.15.5 Notify the Contractor if an electrician shall be needed for the relocation.
 - 2.15.6 Coordinate with the AIM warehouse (per County Contract 14027-RFP):
 - 2.15.6.1 Outbound:
 - 2.15.6.1.1 Make reservation for all products required forty-eight (48) hours in advance of Contractor's pick up.
 - 2.15.6.1.2 Provide Contractor with a reservation that includes a complete bill of materials of product being picked up.
 - 2.15.7 Provide the Contractor with building site conditions:
 - 2.15.7.1 Availability of loading docks.
 - 2.15.7.2 Elevators and their size.
 - 2.15.7.3 Building accessibility (hours of operation, secured).
 - 2.15.7.4 Parking directions

2.16 Contractor Requirements:

2.16.1 Coordinate with the AIM warehouse (per County Contract 14027-RFP):

2.16.2 Inbound:

2.16.3 Notify AIM warehouse a minimum of twenty-four (24) hours prior to returning product.

2.16.4 Provide AIM warehouse with a general volume of product being returned (panel carts and speed packs are available on loan from the AIM warehouse for Contractor's use so that Maricopa County product is returned to the AIM warehouse in good condition.

2.17 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.

2.18 EXPEDITED DELIVERY:

2.18.1 If the Using Agency determines that rush shipping or other alternate shipping is required, it shall notify the Contractor. The Contractor shall determine any additional costs associated with such delivery terms and communicate that cost to the Using Agency.

2.18.2 The Using Agency shall not advise the Contractor to proceed with an expedited shipment until acceptable terms are agreed upon and a purchase order is issued. Upon agreeing to the additional costs, the Using Agency shall advise the Contractor to proceed.

2.18.3 Upon receipt of material(s) and invoicing, the Using Agency shall ensure that any additional charges are in compliance with and do not exceed agreed to costs. The Using Agency shall retain all documents related to these costs within the agency purchase file.

2.19 SHIPPING DOCUMENTS:

A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

2.19.1 Contract Serial number.

2.19.2 Contractor's name and address.

2.19.3 Using Agency name and address.

2.19.4 Using Agency purchase order number.

2.19.5 A description of product(s) shipped, including item number(s), quantities, number of containers and package number(s), as applicable.

2.20 INSTALLATION:

The Contractor's price shall include delivery and set-up to be in complete operating condition.

2.21 ACCEPTANCE:

Upon delivery and/or successful installation, the material(s) shall be deemed accepted and the warranty period shall begin. All documentation shall be completed prior to final acceptance.

2.22 WARRANTY:

- 2.22.1 All items furnished under this Contract shall conform to the requirements of this Contract and shall be free from defects in design, materials and workmanship.
- 2.22.2 The warranty period for workmanship and materials shall be for an initial period of twelve (12) months and commence upon acceptance by County.
 - 2.22.2.1 The Contractor shall indicate on the Price Sheet the duration of the warranty and any applicable limitations or conditions which may apply.
 - 2.22.2.2 The Contractor agrees that he will, at his own expense, provide all labor and parts required to remove, repair or replace, and reinstall any such defective workmanship and/or materials which becomes or is found to be defective during the term of this warranty. The Contractor shall guarantee the equipment to be supplied complies with all applicable regulations.

2.23 INVOICES AND PAYMENTS:

- 2.23.1 The Contractor shall submit one (1) legible copy of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:
 - Company name, address and contact
 - County bill-to name and contact information
 - Contract Serial Number
 - County purchase order number
 - Invoice number and date
 - Payment terms
 - Date of service or delivery
 - Quantity (number of days or weeks)
 - Contract Item number(s)
 - Description of Purchase (product or services)
 - Freight (if applicable)
 - Extended price
 - Mileage w/rate (if applicable)
 - Arrival and completion time (if applicable)
 - Total Amount Due
- 2.23.2 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.
- 2.23.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (<http://www.maricopa.gov/Finance/Vendors.aspx>).
- 2.23.4 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

2.24 TAX:

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

2.25 FUEL COST PRICE ADJUSTMENT:

- 2.25.1 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.
- 2.25.2 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.
- 2.25.3 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.
- 2.25.4 Contractor shall include, as part of its price bid, the percentage of total contract price fuel represents (e.g., fuel cost equals 10% of Contractor cost) (see also, Attachment A, Vendor Information). This percentage will represent and establish the base fuel cost for this Contract. The base fuel cost shall be established as the due date for submission of proposals for this Contract. All subsequent fuel cost adjustments shall be based upon the date the County approves a Contractor's request for fuel cost adjustment (e.g. fuel cost adjustment approved by County on January 1, 2006, January 1, 2006 becomes base date for any next Contractor request for adjustment).
- 2.25.5 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. Any cost adjustment will be calculated by the County by using the bureau of Labor Statistics, Producer Price Index for Gasoline – WPU0571 and #2 Diesel Fuel – WPO57303 (<http://data.bls.gov/cgi-bin/surveymost?wp>).
- 2.25.6 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/>
- 2.25.7 The computation of the fuel surcharge amount shall be determined as follows:
- 2.25.7.1 The fuel cost component from Attachment A (vendor information) of the Contract with Maricopa County, multiplied by the percent of change indicated by the EIA report from the previous index period.
- 2.25.7.2 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.
- 2.25.7.3 The surcharge shall be added as a separate line item to the invoice.

2.26 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.

2.27 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, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insured's.

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

3.5.9 **Commercial General Liability:**

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

3.5.10 Automobile Liability:

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

3.5.11 Workers' Compensation:

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

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

3.5.12 Certificates of Insurance.

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

3.5.12.2 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.

3.5.12.3 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.

3.5.13 Cancellation and Expiration Notice.

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

3.6 PROCUREMENT CARD ORDERING CAPABILITY:

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

3.7 INTERNET ORDERING CAPABILITY:

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

3.8 ORDERING AUTHORITY.

- 3.8.1 Respondents should understand that any request for purchase of materials or services shall be accompanied by a valid purchase order, issued by Office of Procurement Services, or by a Certified Agency Procurement Aid (CAPA).
- 3.8.2 Maricopa County departments, cities, other counties, schools and special districts, universities, nonprofit educational and public health institutions may also purchase from under this Contract at their discretion and/or other state and local agencies (Customers) may procure the products under this Contract by the issuance of a purchase order to the Respondent. Purchase orders must cite the Contract number.
- 3.8.3 Contract award is in accordance with the Maricopa County Procurement Code. All requirements for the competitive award of this Contract have been met. A purchase order for the products is the only document necessary for Customers to purchase and for the Respondent to proceed with delivery of materials available under this Contract.
- 3.8.4 Any attempt to represent any product not specifically awarded under this Contract is a violation of the Contract. Any such action is subject to the legal and contractual remedies available to the County, inclusive of, but not limited to, Contract cancellation, suspension and/or debarment of the Respondent.

3.9 REQUIREMENTS CONTRACT:

- 3.9.1 Contractors signify their understanding and agreement by signing a bid submittal, that the Contract resulting from the bid will be a requirements contract. However, the Contract does not guarantee any minimum or maximum number of purchases will be made. It only indicates that if purchases are made for the materials contained in the Contract, they will be purchased from the Contractor awarded that item. Orders will only be placed when the County identifies a need and proper authorization and documentation have been approved.
- 3.9.2 County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.
- 3.9.3 Contractors agree to accept verbal notification of cancellation from the Office of Procurement Services Procurement Officer with written notification to follow. By submitting a bid in response to this Invitation for Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

3.10 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

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

3.11 TERMINATION FOR DEFAULT:

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

3.12 TERMINATION BY THE COUNTY:

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

3.13 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

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

3.14 OFFSET FOR DAMAGES;

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

3.15 ADDITIONS/DELETIONS OF SERVICE:

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

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

3.16 SUBCONTRACTING:

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

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

3.17 AMENDMENTS:

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

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

3.18.1 In accordance with section MCI 371 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy, and make use of, any and all said materials.

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

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

3.19 AUDIT DISALLOWANCES:

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

3.20 VALIDITY:

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

3.21 RIGHTS IN DATA:

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

3.22 RELATIONSHIPS:

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the County and the Contractor.

3.23 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

- 3.23.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:
- 3.23.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
 - 3.23.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 3.23.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
 - 3.23.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.
- 3.23.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contact.
- 3.23.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

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

- 3.24.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.
- 3.24.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 3.24.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

3.25 CONTRACTOR LICENSE REQUIREMENT:

3.25.1 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.

3.25.2 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.

3.26 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:

3.26.1 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,

3.26.2 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.

3.27 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.

3.28 POST AWARD MEETING:

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