

**SERIAL 14045 S EQUIPMENT ROOM COOLING EQUIPMENT: MAINTENANCE,
REPAIR AND INSPECTION**

DATE OF LAST REVISION: October 9, 2014 CONTRACT END DATE: July 31, 2017

CONTRACT PERIOD THROUGH JULY 31, 2017

TO: All Departments

FROM: Office of Procurement Services

**SUBJECT: Contract for **EQUIPMENT ROOM COOLING EQUIPMENT: MAINTENANCE,
REPAIR AND INSPECTION****

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 **July 31, 2014 (Eff. 08/01/2014)**.

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

DW/at
Attach

Copy to: Office of Procurement Services
Don Jeffery, Facilities Management
Lori Deere - Facilities Management

(Please remove Serial 08020-S from your contract notebooks)

DELTA BAP, 16614 N. 40TH DR., PHOENIX, AZ 85053

COMPANY NAME:	<u>Delta Bap</u>
DOING BUSINESS AS (DBA) NAME:	<u>Delta Bap</u>
MAILING ADDRESS:	<u>16614 N 40th Dr. Phoenix, AZ 85053</u>
REMIT TO ADDRESS:	<u>16614 N 40th Dr. Phoenix, AZ 85053</u>
TELEPHONE NUMBER:	<u>6027956014</u>
FACSIMILE NUMBER:	<u>6027956188</u>
WEB SITE:	<u>Www.Deltabap.Com</u>
REPRESENTATIVE NAME:	<u>Ivo Draginov</u>
REPRESENTATIVE TELEPHONE NUMBER:	<u>6026220397</u>
REPRESENTATIVE E MAIL:	<u>ivo@deltabap.com</u>

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: _____ REBATE
 YES

WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: _____ YES

Net 30

1st Call

PREVENTATIVE MAINTENANCE INSPECTIONS (Per EXHIBIT 2)

1.1	First Unit on Site	<u>Monthly</u>	<u>Quarterly</u>	<u>Annual</u>
1.1.1	1 7 Ton Unit	<u>\$89.00 /ea.</u>	<u>\$105.00 /ea.</u>	<u>\$165.00 /ea.</u>
1.1.2	8 30 Ton Unit	<u>\$105.00 /ea.</u>	<u>\$135.00 /ea.</u>	<u>\$195.00 /ea.</u>

2.1	Subsequent Units at Same Site	<u>Monthly</u>	<u>Quarterly</u>	<u>Annual</u>
2.1.1	1 7 Ton Unit	<u>\$60.00 /ea.</u>	<u>\$70.00 /ea.</u>	<u>\$150.00 /ea.</u>
2.1.2	8 30 Ton Unit	<u>\$70.00 /ea.</u>	<u>\$100.00 /ea.</u>	<u>\$180.00 /ea.</u>

OTHER RATES

3.1.1	Labor, REGULAR business hours:	<u>\$ 74.00 /per hr.</u>
3.1.2	Labor, AFTER HOURS:	<u>\$110.00 /per hr.</u>
3.1.3	Labor, WEEKEND AND HOLIDAY:	<u>\$110.00 /per hr.</u>
3.1.4	Trip Charge (Per Section 2.7):	<u>\$ 45.00 /flat rt.</u>
3.1.5	Parts Cost Plus:	<u>10%</u>

REMOVED FROM CONTRACT EFF. 10/03/14

DELTA BAP, 16614 N. 40TH DR., PHOENIX, AZ 85053

PREVENTIVE MAINTENANCE INSPECTION REQUIREMENTS

MONTHLY/QUARTERLY PM

Air Filter

1. Check and replace as needed

Blower Section

1. Check safety controls
2. Check sheave alignment and wear, align if needed
3. Check drive belts, adjust as needed
4. Inspect impeller
5. Check drive motor operating conditions
6. Check shaft bearings, lubricate as needed

Compressors

1. Check safety controls
2. Check refrigerant charge
3. Check oil level
4. Check for oil leaks
5. Check operating temperature
6. Check pump down operation

Humidifier

1. Check pan, clean if needed
2. Check canister for operation
3. Check for leaks
4. Check humidifier quartz lamps
5. Check sensor operation
6. Check water feed flow
7. Check humidifier operation

Evaporator Coil

1. Check coil for contamination
2. Check inlet/outlet temperature
3. Check TXV valve
4. Check for proper condensation line drain flow

Reheat Section

1. Check condition of reheat coils
2. Check electrical fuses
3. Check electrical wiring
4. Check for proper orientation

Electrical Panel

1. Check all electrical fuses
2. Check contactors 3 Clean as required

ANNUAL PM

Blower Section

1. Calibrate safety controls
2. Check filter clog switch
3. Inspect sheaves and pulleys
4. Check impeller, clean if needed
5. Lubricate motor and fan bearings
6. Check motor mounts

Compressors

1. Check safety and operating controls
2. Check and record refrigerant pressures
3. Perform oil acid test
4. Check vibration isolators
5. Check high/low safety pressure controls

Humidifier

1. Check and clean electrodes
2. Check level sensor operation
3. Check make-up water
4. Check water strainer

Evaporator Coil

1. Check security and insulation of TXV bulb
2. Adjust TXV as needed by superheat reading

Reheat Section

1. Check fuses
2. Test reheat operation
3. Record amperage draw

Electrical Panel

1. Check all alarms
2. Check all relays and Contacts
3. Check electrical connections
4. Check indicator lamps
5. Check fuses and connections

INCLUDED IF EQUIPPED

Heat Rejection Units

Air Cooled Condensers

MONTHLY/QUARTERLY PM

1. Remove debris in and around the unit
2. Check for general condition and operation
3. Check for leaks
4. Check for coil blockage and cleanliness
5. Check fan and motor bearings, lubricate as needed
6. Check rain shields
7. Check ambient fan controls for proper operation
8. Check electrical section, contactors, and wiring

ANNUAL PM

1. Remove debris in and around the unit
2. Clean coils, straighten fins as needed
3. Ensure insulation is in place
4. Test fan speed controls and safety switches
5. Check electrical connections and contactor

PRICING SHEET: NIGP CODE 91036

Vendor Number: _____ W000009342 X

Certificates of Insurance _____ Required

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

REMOVED FROM CONTRACT EFF. 10/03/14

PUEBLO MECHANICAL & CONTROLS INC., 11052 N. 24TH AVE., PHOENIX, AZ. 85029

COMPANY NAME:	<u>Pueblo Mechanical & Controls Inc.</u>
DOING BUSINESS AS (DBA) NAME:	<u>same</u>
MAILING ADDRESS:	<u>11052 N. 24th Ave. Phoenix, AZ. 85029</u>
REMIT TO ADDRESS:	<u>6771 E. Outlook Dr. Tucson, AZ.85756</u>
TELEPHONE NUMBER:	<u>800-840-9170</u>
FACSIMILE NUMBER:	<u>888-473-4374</u>
WEB SITE:	<u>www.pueblo-mechanical.com</u>
REPRESENTATIVE NAME:	<u>Brian Keough Melanie McCloud</u>
	<u>480-229-3649</u>
REPRESENTATIVE TELEPHONE NUMBER:	<u>Office: 520-545-1044</u>
	<u>Cell: 602-292-5020</u>
REPRESENTATIVE E-MAIL:	<u>melanie@pueblo-mechanical.com</u>
	<u>brian@pueblo-mechanical.com</u>

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: NO REBATE

WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: NO

Net 30

2nd Call

PREVENTATIVE MAINTENANCE INSPECTIONS (Per EXHIBIT 2)

1.1	First Unit on Site	<u>Monthly</u>	<u>Quarterly</u>	<u>Annual</u>
1.1.1	1 - 7 Ton Unit	<u>\$91.00 /ea.</u>	<u>\$103.00 /ea.</u>	<u>\$185.00 /ea.</u>
1.1.2	8 - 30 Ton Unit	<u>\$101.00 /ea.</u>	<u>\$127.00 /ea.</u>	<u>\$220.00 / ea.</u>
2.1	Subsequent Units at Same Site	<u>Monthly</u>	<u>Quarterly</u>	<u>Annual</u>
2.1.1	1 - 7 Ton Unit	<u>\$91.00 /ea.</u>	<u>\$103.00 /ea.</u>	<u>\$185.00 /ea.</u>
2.1.2	8 - 30 Ton Unit	<u>\$101.00 /ea.</u>	<u>\$127.00 /ea.</u>	<u>\$220.00 /ea.</u>

OTHER RATES

3.1.1	Labor, REGULAR business hours:	<u>\$ 91.00 /per hr.</u>
3.1.2	Labor, AFTER HOURS:	<u>\$103.00 /per hr.</u>
3.1.3	Labor, WEEKEND AND HOLIDAY:	<u>\$120.00 /per hr.</u>
3.1.4	Trip Charge (Per Section 2.7):	<u>\$ 45.00 /flat rt.</u>
3.1.5	Parts - Cost Plus:	<u>30%</u>

PUEBLO MECHANICAL & CONTROLS INC., 11052 N. 24TH AVE., PHOENIX, AZ. 85029

PREVENTIVE MAINTENANCE INSPECTION REQUIREMENTS

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ANNUAL PM

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ANNUAL PM

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2. Clean coils, straighten fins as needed
3. Ensure insulation is in place
4. Test fan speed controls and safety switches
5. Check electrical connections and contactor

PRICING SHEET: NIGP CODE 91036

Vendor Number:

2011005051 0

Certificates of Insurance

Required

Contract Period:

To cover the period ending **July 31, 2017.**

EQUIPMENT ROOM COOLING EQUIPMENT: MAINTENANCE, REPAIR AND INSPECTION

1.0 INTENT:

The Intent of this Solicitation is to provide a source for maintenance, repair and a comprehensive monthly, quarterly and annual preventive maintenance inspection program for electronic equipment (telecom/data) room cooling equipment located throughout Maricopa County.

Other governmental entities under agreement with the County may have access to services provided hereunder (see also Sections 2.18 and 2.19, below).

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

2.0 SCOPE OF SERVICES:

2.1 TECHNICAL REQUIREMENTS:

Contractor(s) shall supply all labor, supervision, materials, tools, equipment, and all effort necessary required in maintaining, repairing, replacing and inspecting cooling equipment systems and products used in the equipment room cooling environment.

2.2 PREVENTATIVE MAINTENANCE INSPECTION REQUIREMENTS:

Refer to EXHIBIT 2 for specifications and frequency of service.

2.3 HOURS OF SERVICE:

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

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

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

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

2.4 RESPONSE TIMES:

2.4.1 Response time to all *REGULAR BUSINESS* service work shall be within four (4) hours on-site after Contractor receives request from the County department, with the exception of an emergency request that occurs during *REGULAR* hours, which shall be a two (2) hour **on-site** response. The four (4) hour response time shall carryover the next working day if the service call is initiated after 2:00 P.M.

2.4.2 *AFTER HOUR, WEEKEND AND HOLIDAY* requests shall have a two (2) hour response time.

2.5 PROJECT WORK AND TIME AND MATERIALS:

2.5.1 **Project work** shall mean work performed on major retrofits/repairs, which, in the best interest of the County, would be more advantageous to be performed "all inclusive" as opposed to time and materials. The Contractor(s) assigned to this contract shall be provided a request for a project quote with a detailed Scope of Work. As such, each Contractor **MUST** submit a response, with award to the lowest quote of 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 agreement. All additional labor charges outside the Scope of Work are those established in Attachment A, PRICING.

2.5.1.1 The threshold from time and materials to project work shall be \$5,000.00. Exceptions to this shall be emergencies that arise and must be dealt with immediately without the time for project quotes. 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.

2.5.1.2 A construction tax may be applied to the total project cost. This is calculated at 65% of the retail tax rate applied to the combined labor and materials associated with project work.

2.5.1.3 The County's project quote sheet will contain the following information:

The contract serial number;
Name and address of site;
Building site ID number;
Detailed scope of work,
Other information relative to the SOW,
Line item, project cost,
Check box for "will quote" or "will not quote" the project,
Deadlines for quote delivery,

2.5.1.4 After site review of the project, the Contractor must submit the project quote sheet back to the requestor, either with acceptance and a firm price or decline with a written reason explaining why the project was declined. Contractors who have declined project work three times during a six-month period shall be required to attend a meeting with the Office of Procurement Services and OET to discuss possible default of contract.

2.5.1.5 The submitted project price quote shall be all-inclusive. Any cost overruns shall be absorbed by the Contractor; cost savings shall be additional profit. Exceptions shall be 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 the Using Agency, prior to any authorization to proceed. Contractor failing to acquire change orders in writing run the risk of incurring these additional costs without payment. ALL contractors shall have an opportunity to quote on project work, and the County user agencies MUST ensure all contractors of record receive such documentation.

2.5.1.6 Contractors shall be compensated for additional work requested that is not detailed in the scope at labor rates bid in Attachment A, PRICING.

2.5.2 This contract may also be used for **time and materials** work (under \$5,000.00) and priced per hour as bid in the pricing section.

2.6 REPLACEMENT PARTS:

2.6.1 All replacement parts, with the exception of filters, belts and other expendables, shall be OEM unless otherwise pre-approved.

2.6.2 The Contractor shall be responsible for sourcing all parts/components/units necessary in the repair/replacement of the cooling equipment. Exceptions are, if in the best interest of the County, to utilize its own contracts to source the supplies.

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

2.7 TRIP CHARGE:

2.7.1 Trip charges are permitted when:

2.7.1.1 The technician arrives on site and is unable to locate anyone with any knowledge of the call.

2.7.1.2 The technician examines the problem, no trouble is found, and no actual labor is initiated. Should this be the case, only the trip charge is allowed, no labor charges shall be imposed on the County.

2.7.1.3 The service call is located outside a 25 mile radius of 301 W. Jefferson St, Phoenix, AZ.

2.7.1.4 Trip charges are allowable only for dead end calls.

2.8 CONTRACTOR REQUIREMENTS:

2.8.1 The Contractor's service truck fleet shall carry sufficient supply of repair parts and equipment to perform routine service repairs and inspections. The Contractor shall have a local shop and/or warehouse that stocks parts to keep their trucks supplied daily.

2.8.2 All employees of the Contractor shall wear a company uniform identified with the company name consisting of a minimum of one of the following:

2.8.2.1 Shirt/blouse

2.8.2.2 Vest

2.8.2.3 Cap

2.8.3 No one except authorized employees of the Contractor is allowed on the premises of Maricopa County Buildings. Contractor's employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor.

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

2.8.5 Compliance with Federal, State and Local Safety and Building Code Regulations.

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

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

2.8.5.3 If the Contractor is found not to be in compliance with Federal, State, County, and/or Municipal safety rules, ordinances, policy, procedure, or codes, the Contractor may be placed on suspension until such non-compliant issues are rectified to the satisfaction of the Using Agency. Continued non-compliance shall result in termination.

2.9 ACCEPTABILITY OF WORK:

2.9.1 The Contractor shall perform the work in a way to minimize disruption to the normal operation of building tenants. Upon completion of work the Contractor is responsible for cleaning and removing from the job site all debris, materials and equipment associated with the work performed, having sign-off by the Using Agency .

- 2.9.2 The Contractor shall make necessary repairs in such a manner that does not damage County property. In the event damage occurs to Maricopa County property, or any adjacent property by reason of any repairs or installations performed under this Contract, the Contractor shall replace or repair the same at no cost to the County. If damage caused by the Contractor has to be repaired or replaced by the County, the cost of such work shall be deducted from the monies due the Contractor.
- 2.9.3 In the event the work performance of the Contractor is unsatisfactory, the Contractor will be notified by the Using Agency, and be given 4 hours to correct the work. Labor for all re-work will be at no cost to the County. Any additional parts replaced shall be billed at contract pricing.
- 2.9.4 The Using Agency shall decide all questions, which may arise as to the quality and acceptability of any work performed under this contract. Contractual issues will be addressed to Office of Procurement Services, in writing. All correspondence must reference the contract serial number and name.
- 2.9.5 **CONTRACTOR QUALIFICATIONS:**
 - 2.9.5.1 Contractor's firm shall have a minimum five (5) years' experience, and be completely familiar with the specified requirements and methods needed for proper performance of this contract. Contractor must have a minimum of three (3) fully stocked service vehicles. Proof of these requirements must accompany bid package.
 - 2.9.5.2 Technicians must be thoroughly trained with a minimum of five (5) years experienced in the field of air conditioning and refrigeration, and have factory certified training. Proof of these requirements must accompany bid package.
 - 2.9.5.3 Contractors shall be licensed by the State of Arizona, Registrar of Contractors, having a C-39 license for Air Conditioning and Refrigeration. Copies of license must accompany bid package.

2.10 CONTRACTOR EMPLOYEE BACKGROUND CHECK:

A background check shall be a requirement for all employees of Contractor's staff providing services to the County. This option shall allow the Contractor to access areas within the County such as detention facilities, court buildings, and other restricted areas. The cost of this service shall be incurred by the County.

2.11 PRICING:

- 2.11.1 Pricing for the preventative maintenance inspection shall be based on an all-inclusive cost to perform all the required tasks listed in EXHIBIT 2.
- 2.11.2 The Preventive Maintenance inspection price shall include:
 - 2.11.2.1 All labor
 - 2.11.2.2 Compressor oil
 - 2.11.2.3 Expendable shop materials (rags, cleaners, solvents, grease, etc.)
 - 2.11.2.4 Miscellaneous parts (screws, bolts, nuts, small items)
- 2.11.3 The Preventive Maintenance inspection includes the labor to replace belts, filters and expendables, if needed. If these parts are replaced, they shall be billed per Attachment A – Pricing on the Preventive Maintenance invoice.
- 2.11.4 **BILLABLE "REPAIRS" ARE NOT TO BE INITIATED DURING A PM SERVICE.**

Present the Using Agency representative with a separate price quote. This type of repair service shall be rescheduled at a later time. Exceptions are if the unit is nonfunctional during a PM, in which case the Using Agency representative must be notified of such before the repairs are initiated. Billable repairs shall be invoiced separate from the PM invoice.

2.11.5 All Preventive Maintenance and/or repair work shall be billed individually (per building) and not bundled together on an invoice.

2.12 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.

2.13 ACCEPTANCE:

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

2.14 FACILITIES:

During the course of this Contract, the County shall provide the Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its obligation enumerated herein.

2.15 INVOICES AND PAYMENTS:

2.15.1 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)
- Pricing per unit of purchase
- Extended price
- Arrival and completion time (if applicable)
- Total Amount Due

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

2.15.3 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>).

2.15.4 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.

2.16 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.

2.17 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 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.

2.19 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 Insureds.

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

3.5.9 Commercial General Liability:

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

3.5.10 Automobile Liability:

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

3.5.11 Workers' Compensation:

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

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

3.5.12 Certificates of Insurance.

3.5.12.1 Prior to commencing work or services under this Contract, Contractor shall 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 Contract.
 - 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 shall be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of this Contract. This meeting will be coordinated by the Procurement Officer of the Contract.