

SERIAL 15017 S TRASH COMPACTOR RENTAL

DATE OF LAST REVISION: May 20, 2015

CONTRACT END DATE: May 31, 2017

CONTRACT PERIOD THROUGH MAY 31, 2017

TO: All Departments
FROM: Office of Procurement Services
SUBJECT: Contract for **TRASH COMPACTOR RENTAL**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **May 20, 2015 (Eff. 06/01/15)**.

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
Amie Bristol, MCSO
Sue Malinowsky, MCSO
Christian Jonson, FMD

(Please remove Serial 09080-S from your contract notebooks)

ANCO SANITATION SYSTEMS, INC., 3430 E. ILLINI ST., PHOENIX, AZ 85040-1839

DOING BUSINESS AS (DBA) NAME:	<u>ANCO Sanitation Systems, Inc.</u>
MAILING ADDRESS:	<u>SAME</u>
REMIT TO ADDRESS:	<u>3430 E. Illini Street , Phoenix AZ 85040-1839</u>
TELEPHONE NUMBER:	<u>SAME AS ABOVE</u>
FACSIMILE NUMBER:	<u>602-470-2626</u>
WEB SITE:	<u>602-470-1923</u>
REPRESENTATIVE NAME:	<u>www.ancossi.com</u>
REPRESENTATIVE TELEPHONE NUMBER:	<u>Charles R. Wagner</u>
REPRESENTATIVE E-MAIL:	<u>602-470-2626</u>
	<u>crwagner@ancossi.com</u>

	<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 type="checkbox"/>	<input checked="" type="checkbox"/>	
PAYMENT TERMS:			
<input checked="" type="checkbox"/> NET 30 DAYS			

MONTHLY RENTAL PRICING					
Title	Unit Price	Qty	UofM	Description	Bidder Notes
MCSO - Estrella Jail Building # 1403	\$294.00	1	month	MCSO - Estrella Jail 2939 West Durango Phoenix, AZ Loading Top/Side = Top 1-34YD	
MCSO - Durango Jail Building # 1601	\$294.00	1	month	MCSO - Durango Jail 3225 West Gibson Lane Phoenix, AZ Loading Top/Side = Side 1-35YD	
MCSO - Towers Jail Building # 1612	\$294.00	1	month	MCSO - Towers Jail 3127 W. Gibson Ln Phoenix, AZ Loading Top/Side = Side 1-34YD	

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Title	Unit Price	Qty	UofM	Description	Bidder Notes
Juvenile Detention Building # 1713	\$294.00	1	month	Juvenile Detention 3131 W. Durango Phoenix, AZ w/ Doc Mounted Tipper Loading Top/Side = Top 1-35YD	
MCSO - Lower Buckeye Jail Building # 1961	\$294.00	1	month	MCSO - Lower Buckeye Jail 3250 W. Lower Buckeye Rd. Phoenix, AZ Loading Top/Side = Top 2-35YD	There are currently two units at this location.
MCSO - Food Factory Building # 1962	\$294.00	1	month	MCSO - Food Factory 3150 W. Lower Buckeye Rd. Ste. A Phoenix, AZ Loading Top/Side = Top 2-35YD	There are currently two compactors at this location.
MCSO - Laundry Building # 1963	\$294.00	1	month	MCSO - Laundry 3170 W. Lower Buckeye Rd. Phoenix, AZ Loading Top/Side = Top 1-35YD	
SE Public Facility Building # 2855	\$294.00	1	month	SE Public Facility 222 E. Javelina Mesa, AZ Loading Top/Side = Top 1-35YD	
SE Juvenile Detention Building # 2871	\$294.00	1	month	SE Juvenile Detention 1840 South Lewis Street. Mesa, AZ w/ Dock Mounted Tipper Loading Top/Side = Top 1-35YD	
MCSO - Downtown (South & East Court Tower) Building # 3309	\$294.00	1	month	MCSO - Downtown (South ; East; Court Tower) 101 W. Jackson St. Phoenix, AZ Compactor - North ; South W/ built-in tipper Loading Top/Side = Top 2-35YD	

ANCO SANITATION SYSTEMS, INC., 3430 E. ILLINI ST., PHOENIX, AZ 85040-1839

Title	Unit Price	Qty	UofM	Description	Bidder Notes
County Administration Building # 3310	\$294.00	1	month	County Administration Bldg. 301 W. Jefferson St. Phoenix, AZ Loading Top/Side = Top 1-35YD	
MCSO - 4th Avenue Jail Building # 3316	\$294.00	1	month	MCSO - 4th Avenue Jail 201 S. 4th Ave. Phoenix, AZ Loading Top/Side = Top 1 - 77" H X 18.0' L X 7' 3" W Loading Top/Side = Top 1 - 77" H X 13.0' L X 7' 3" W	There are currently two compactors at this location.
Downtown Court Tower Building # 3325	\$294.00	1	month	Downtown Court Tower 175 W. Madison St. Phoenix, AZ Loading Top/Side = Top 1-35YD	
Downtown Justice Courts Building # 4053	\$294.00	1	month	Downtown Justice Courts 620 W. Jackson St. Phoenix, AZ Loading Top/Side = Side 1-35YD	

ADDITIONAL PRICING

Title	Unit Price	Qty	UofM	Description
Cleaning Behind Compaction Blade	\$275.00	1	each	Cleaning behind compaction blade per Compactor. (Minimum 2X/YR per Sec. 2.9.3) The following locations require cleaning four (4) times per year: 1. MCSO Estrella Jail 2. MCSO Durango Jail 3. MCSO Towers Jail 4. Juvenile Detention 5. MCSO Food Factory 6. MCSO Downtown 7. SE Juvenile Detention 8. MCSO Fourth Avenue Jail

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Title	Unit Price	Qty	UofM	Description
Deodorizing Option	\$2,300.00	1	flat rate	Deodorizing Option per compactor one time flat rate amount. (Per Sec. 2.3.3.16)
Labor: Normal Business Hours	\$75.00	1	hour	Repairing Compactors and other Ancillary Equipment that are not covered under full maintenance.
Labor: After Business Hours	\$110.00	1	hour	Repairing Compactors and other Ancillary Equipment that are not covered under full maintenance.
Labor: Weekends	\$150.00	1	hour	Repairing Compactors and other Ancillary Equipment that are not covered under full maintenance.
Labor: Holidays	\$150.00	1	hour	Repairing Compactors and other Ancillary Equipment that are not covered under full maintenance.
Labor Rate for Any Services Outside the Scope of Work	\$75.00	1	hour	Labor Rate for any services that are Outside the Scope of Work.
Compactor Parts, Materials, and Components - Cost Plus	25.00%	1	each	Cost Plus Percentage Mark-Up Amount for Compactor Parts, Materials, and Components.
Pull Charge for Compactor Removal	\$750.00	1	each	Pull Charge Amount for removing a Compactor from service based on a request from Maricopa County.

PRICING SHEET: NIGP CODE 54511, 72079, 91027

Terms: NET 30

Vendor Number: W000003567 X

Certificates of Insurance Required

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

TRASH COMPACTOR RENTAL

1.0 INTENT:

The intent of this Solicitation is to establish a contract to provide roll-off, self-contained, enclosed trash compactor rental units as specified, including all ancillary equipment, and an all-inclusive full maintenance coverage program.

Note: Other County Departments may use this contract for compactor rental. The Facilities Management Department is not responsible for contract administration for services requested by other County agencies.

Other governmental entities under agreement with the County may have access to services provided hereunder (see also Sections 3.29 and 3.30, 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 SPECIFICATIONS:

COMPACTOR RENTAL

2.1 COUNTY WILL PROVIDE:

- 2.1.1 Necessary concrete or suitable hard surface for compactor placement.
- 2.1.2 Electrical power, with disconnect within six (6) feet of unit.
- 2.1.3 Dock areas where needed to facilitate operational hook-up.
- 2.1.4 Tippers at certain locations

2.2 SPECIAL UNITS:

2.2.1 Special Compactor at 101 West Jackson Street:

2.2.1.1 Bidders are encouraged to visit this site and inspect the current compactor located on the north side at the dock. This compactor is designed to grab and tip the County's 3-yard mobile dollies. The dolly bins are owned by Maricopa County.

2.2.2 Special Compactor at 101 West Jackson Street:

2.2.2.1 The south side compactor at the dock is a standard 35-yard unit. This compactor is filled via a tipper unit mounted to the dock. The County owns the tipper unit. All repairs to the tipper unit will be the responsibility of the compactor rental company, and shall be based on the line item hourly rate established on pricing page of the contractor. Should this unit require replacement, all contractors under this contract shall have an opportunity to quote a replacement unit.

2.2.3 Lower Buckeye Jail at 3250 W. Lower Buckeye Road:

2.2.3.1 Two (2) compactors equipped with dock mounted tippers.

2.2.4 County Administration Building:

2.2.4.1 As this site requires a low profile unit due to height restrictions when loading and unloading from truck, it is recommended each bidder inspect the site and unit.

2.2.5 MCSO Food Factory:

2.2.5.1 See specification for sound beam in §2.3.3.10

2.3 GENERAL TECHNICAL SPECIFICATIONS FOR ROLL-OFF SELF CONTAINED TRASH COMPACTORS:

2.3.1 The compactor units will be used for a combination of kitchen-type food waste and dry trash. Specifications listed are general, and may be more or less than listed. The MCSO Food Factory compactors will mainly be used for food waste including but not limited to citrus, vegetables, and beans.

2.3.2 All compactors provided shall be equipped with a top or side loading hopper. Hoppers shall be compatible with existing tippers presently in place. Refer to the pricing page information for style of hopper presently in use at each location.

2.3.3 General Equipment Requirements:

2.3.3.1 County prefers the compactor to be American Manufacture, and have components of UL listing,

2.3.3.2 35-cubic yard self-contained

2.3.3.3 230/480 VAC, 3-phase, 10 HP.

2.3.3.4 Electric control voltage: 120 VAC

2.3.3.5 Panel box assembly UL rated, key operated

2.3.3.6 All circuits fused

2.3.3.7 No pressure switch machines or limit switch machines

2.3.3.8 3-pushbutton station: start/stop/reverse; Push buttons to be Allen-Bradley 800T series type or better

2.3.3.9 Units to have loading hopper and operating controls station

2.3.3.10 Food Factory units (2 each) at the MCSO Food Factory on Lower Buckeye Road will require an automatic operating feature via the use of a sound beam, to be installed at the charge chamber of the compactor and will, at a predetermined level, cause the compactor to automatically cycle one-time for continuous unattended operation. This system automatically starts a cycle (or multiple of cycles) in an unattended operation by the use of the sound beam when the charge chamber is 80% full.

2.3.3.11 Shall comply with all applicable ANSI Safety Standards pertaining to Industrial/Commercial Trash Compactors.

2.3.3.12 The supplied equipment shall conform to NSWMA ratings and standards

2.3.3.13 The Contractor must stock a complete array of compactor parts in their inventory.

2.3.3.14 Compactors shall be keyed alike and have the same characteristics:

- Automatic operation with key-lock selector switch
- Hand/manual operation to full compactor load to 100% hydraulic force.

- 2.3.3.15 Units must have working and functional flytraps.
- 2.3.3.16 Deodorizing Units: If required, compactor owner must obtain and install. A separate line item price for this option is in Attachment A, PRICING as a one-time flat rate. Maintenance and repair of the deodorizer shall be included in the flat rate.
- 2.3.3.17 Must follow and adhere to all regulatory requirements of State, Municipal, or County agencies. Should a requirement from one or more of these agencies be compulsory, the compactor owner must comply. Cost of modifications to any compactor due to compliance to be incurred by the compactor owner.
- 2.4 Compactors rented by the County that require repairs shall be so performed on-site and unit shall not be out-of-service more than twenty-four (24) hours. A penalty of 1/30th of the monthly rental fee shall be deducted for each four (4) hour interval over the twenty-four hour limit. The Contractor shall be responsible to ensure the County receives the full use of a compactor.
- 2.5 The compactors shall be placed on an all-inclusive maintenance program. The cost of such shall be included in the monthly rental fee. All parts (See exception), labor, transportation, supervision, hydraulic oils, filters, materials, hoses, supplies, etc. shall be included in the full maintenance. The only part that is an exception to the full maintenance is the compactor tailgate seal and labor to replace same.
- 2.6 Damages caused by the County to the compactor equipment are billable to the County. Damages caused by the Hauler shall be directed to the Hauler by the compactor firm. Damages caused by other than County or Hauler shall be directed at the firm who caused the damage, by the compactor firm.
- 2.7 Repair service response time shall be six (6) hours on-site after receiving request from the County. The six hour response time shall carryover the next day if called into Contractor's office after 12:00 Noon.
- 2.8 **BILLABLE CHARGES:**

All billable charges must be invoiced separately from the rental charges. There are three labor rates based on time of service (See §2.10.2). There are no provisions for trip charges, all ancillary equipment or mileage fees.
- 2.9 **CLEANING OF COMPACTOR UNITS:**
 - 2.9.1 Note: Scheduling of the compactor cleaning shall be the responsibility of the compactor owner, working in concert with the Hauler.
 - 2.9.2 The hauling contractor shall be responsible to schedule and coordinate with the end user (see section 2.11) the cleaning process of the compactors as the hauling contractor has the resources to transport the unit to the cleaning facility. Compactors shall be steam cleaned inside and outside every six months, or if deemed sooner by the County. Compensation for such cleaning shall be based on the pricing page of the contractor. The cleaning cost to include all transportation (to and from the cleaning site), labor, cleaning supplies, cleaning equipment, and all effort necessary to perform such service. This service shall be billed separately from the monthly hauling invoice. Failure of Contractor to comply with a request to clean any unit will result in the County having unit cleaned by another source and the cost of such deducted from any monies due the Contractor.
 - 2.9.3 **Behind Compaction Blade Cleaning:**
 - 2.9.3.1 This area shall be a separate line item price, per compactor, as it requires special disassembly of the face panels and actual mucking of the internal area. This

service to be performed at least two (2) times per year and scheduling shall be the responsibility of the compactor owner.

2.9.3.2 Compactor blade cleaning service shall be performed quarterly at the following sites:

2.9.3.2.1	MCSO Food Factory	Site 1962 (2 units)
2.9.3.2.2	MCSO Durango	Site 1601 (1 unit)
2.9.3.2.3	MCSO Downtown (South & East Court Tower)	Site 3309 (2 units)
2.9.3.2.4	MCSO Estrella Jail	Site 1403 (1 unit)
2.9.3.2.5	MCSO 4 th Avenue Jail	Site 3316 (2 units)
2.9.3.2.6	South East Juvenile Detention	Site 2871 (1 unit)
2.9.3.2.7	MCSO Towers Jail	Site 1612 (1unit)
2.9.3.2.8	Juvenile Detention	Site 1713 (1unit)

2.10 CONTRACTOR REQUIREMENTS:

- 2.10.1 Contractors are not to change the service schedule without prior approval of the County.
- 2.10.2 The County operates on a twenty-four/seven schedule. Normal County business hours are 6:00 AM – 6:00 PM. After hours are from 6:00 PM – 6:00 AM. All other times are considered weekend and holiday hours. Some County agencies may require the contractor to schedule pickup times before or after hours.
- 2.10.3 The Contractor shall perform the work in a way to minimize disruption to the normal operation of building tenants.
- 2.10.4 Due to the critical nature of this operation, Contractors shall perform work in such a way to eliminate the disruption of service in the event that a new Contractor is selected. The County cannot lose a day of service.
- 2.10.5 The Contractor shall make necessary repairs to the units, or while executing pick-up and/or delivery, 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 pick-ups and/or delivery 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.

2.11 CHANGE IN SERVICES BY AUTHORIZED COUNTY PERSONNEL:

- 2.11.1 Due to the enormity of the County, and the budgeted dollars established for trash services, only the following County departments/staff are authorized to place phone requests to change services (i.e. increasing can size; add more cans; change location; change in days of week pickup; etc.). The following County departments fund their own trash services, and therefore it is imperative that all changes be coordinated through them. If the Contractor arbitrarily adds/deletes services without the knowledge of the below listed personnel, there may not be enough budgeted dollars to pay for the additional cost at the end of the fiscal year. Each Contractor runs the risk of *non-payment for services* if he changes any container size or pickup days without having authorization from the County personnel listed below. Hence, it is imperative that all changes be channeled

through these staff members ONLY. Failure of Contractor to follow these requirements may cause Contractor to incur cost of said changes if unauthorized

2.11.2 For Facilities Management accounts only:

Tom Wilson (602) 506-4894
Kevin Blair (602) 506-7762
Don Jeffery (602) 506-8198
Christian Jonson (602) 506-0165

2.11.3 MCSO Procurement:

Amie Bristol (602) 876-3408
Sue Malinowsky (602) 876-2070

2.11.4 Each authorized person above may make phone request for service changes within their respective accounts only.

2.11.5 Note: Authorized County personnel:

2.11.5.1 After making any changes, the authorized person MUST notify either the Office of Procurement Services Procurement Officer or the Contract Administrator of FMD, so formal contract changes can be completed.

2.12 BILLING PROCEDURES:

2.12.1 Sites are not to be individually invoiced unless all site billings can fit on one page. More than one page of listings will require individual sites as an attachment to one combined invoice

*****Sample shall be provided at Post Award Conference*****

2.12.2 Monthly invoicing shall be billed to the departments responsible for the serviced sites.

2.12.2.1 MCSO shall be responsible for the Lower Buckeye Jail, the Food Factory Facility, the Laundry Facility and the 4th Avenue Jail Facility.

*****This to be clarified at the Post Award Conference*****

2.12.3 Contractor(s) of record must create new individual accounts for the following departments:

2.12.3.1 FACILITIES MANAGEMENT SITES:

Facilities Management Department
401 Jefferson St.
Phoenix, AZ, 85003.

2.12.3.2 MCSO SITES:

MCSO FINANCE/ACCOUNTS PAYABLE
550 West Jackson Street
Phoenix, AZ 85003

2.13 CONTRACTOR QUALIFICATIONS AND REQUIRED SUBMITTALS:

2.13.1 On letterhead, provide statement on how many years your firm has been in the compactor rental/leasing/sales business. The County is requiring a minimum of three (3) consecutive years. On letterhead, provide statement of years in business, what city/state, and major accounts has your firm serviced. Also state how your firm plans to provide the inventory of compactors needed by the County (i.e., already in inventory, special order). Provide

parts inventory statement for sufficient supply of repair parts and equipment to perform routine compactor repairs.

2.13.2 For actual repair of the compactor units, the Contractor must have factory trained repair service technicians on staff, and shall not use third party service/repair employees. On bidder's letterhead, provide such statement.

2.14 As part of the County's due diligence, these requirements shall be verified by FMD via a formal inspection after bid submittals and prior to bid award.

3.0 PURCHASING REQUIREMENTS:

3.1 ACCEPTANCE:

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

3.2 USAGE REPORT:

The Contractor shall furnish the County a usage report upon request 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.

3.3 BACKGROUND CHECK:

Bidders/proposers need to aware that there may be multiple background checks (Sheriff's Office, County Attorney's Office, Courts as well as Maricopa County general government) to determine if the respondent is acceptable to do business with the County. This applies to (but is not limited to) the company, sub-contractors and employees and the failure to pass these checks shall deem the respondent non-responsible.

3.4 INVOICES AND PAYMENTS:

3.4.1 The Contractor shall submit one (1) legible copy of their detailed invoice before payment(s) can be made.

3.4.2 For MCSO: Email invoice to MCSOAccountsPayable@mail.maricopa.gov. (PREFERRED) or mail to MCSO Finance/Accounts Payable – 550 West Jackson Street – Phoenix, AZ 85003.

Invoices for MCSO are required to contain the following information:

- Company name, address and contact
- County bill-to name and contact information
- Building Name and Building Number
- 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
- Mileage w/rate (if applicable)
- Arrival and completion time (if applicable)
- Total Amount Due

- 3.4.3 For FMD Email invoice to FMD-accountspayable@mail.maricopa.gov (PREFERRED) or mail to FMD Accounts Payable – 401W. Jefferson St. Phoenix, AZ 85003

Invoices for FMD are required to contain the following information:

- Company name, address and contact
- County bill-to name and contact information
- Building Name and Building Number
- County purchase order number
- Maximo (FMD) service call number
- Invoice number and date
- Date of service or delivery
- Description of Purchase (services performed)
- Pricing per unit of purchase
- Extended price
- Arrival and completion time
- Total Amount Due

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

- 3.4.5 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>).

- 3.4.6 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.

3.5 APPLICABLE TAXES:

- 3.5.1 **Payment of Taxes:** The Contractor shall pay all applicable taxes. With respect to any installation labor on items that are not attached to real property performed by Contractor under the terms of this Contract, the installation labor cost and the gross receipts for materials provided shall be listed separately on the Contractor's invoices.

- 3.5.2 **State and Local Transaction Privilege Taxes:** Maricopa County is subject to all applicable state and local transaction privilege taxes. To the extent any state and local transaction privilege taxes apply to sales made under the terms of this contract it is the responsibility of the seller to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.

- 3.5.3 **Tax Indemnification:** Contractor and all subcontractors shall pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold Maricopa County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

3.6 TAX: (SERVICES)

- 3.6.1 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.

3.6.2 Taxes shall be imposed on front loader/compactor commodities (i.e., parts, materials) purchased by the County not covered on the full maintenance program. No tax shall be levied against labor, delivery and pickup fees, or other services.

3.6.3 Bid pricing to include all labor, overhead, tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the bidder to determine any and all taxes and include the same in bid price.

3.7 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.

3.8 POST AWARD MEETING:

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

3.9 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.

3.10 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.

4.0 **CONTRACTUAL TERMS & CONDITIONS:**

4.1 CONTRACT TERM:

This Invitation for Bid is for awarding a firm, fixed-price purchasing contract to cover a term of two (2) years.

4.2 OPTION TO RENEW:

The County may, at its option and with the concurrence of the Contractor, renew the term of this Contract up to a maximum of Four (4) 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 (60) calendar days prior to the expiration of the original contract term..

4.3 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.

4.4 FUEL COST PRICE ADJUSTMENT:

- 4.4.1 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.
- 4.4.2 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.
- 4.4.3 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.
- 4.4.4 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).
- 4.4.5 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>).
- 4.4.6 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/>
- 4.4.7 The computation of the fuel surcharge amount shall be determined as follows:
 - 4.4.7.1 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.

4.4.7.2 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.

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

4.5 INDEMNIFICATION:

4.5.1 To the fullest extent permitted by law, and to the extent that claims, damages, losses or expenses are not covered and paid by insurance purchased by the Contractor, the Contractor shall defend indemnify and hold harmless the County (as Owner), its agents, representatives, agents, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses (including, but not limited to attorneys' fees, court costs, expert witness fees, and the costs and attorneys' fees for appellate proceedings) arising out of, or alleged to have resulted from the negligent acts, errors, omissions, or mistakes relating to the performance of this Contract.

4.5.2 Contractor's duty to defend, indemnify, and hold harmless the County, its agents, representatives, agents, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss, or expense that is attributable to bodily injury, sickness, disease, death or injury to, impairment of, or destruction of tangible property, including loss of use resulting there from, caused by negligent acts, errors, omissions, or mistakes in the performance of this Contract, but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, any one directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

4.5.3 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.

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

4.5.5 Each Party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other Party (as "indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of the negligent performance of this Agreement, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

4.6 INSURANCE:

Lessee, its contractors and subcontractors at Lessee's or its contractors' and subcontractors' 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++ 6. 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 Lessor. The form of any insurance policies and forms must be acceptable to Lessor. 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 Lease is satisfactorily completed and formally accepted and until the use of the Premises as contemplated in this Lease has been terminated. Failure to do so may, at the discretion of Lessor, constitute a material breach of this Lease. Lessee's insurance shall be primary insurance as respects Lessor, and any insurance or self-insurance maintained by Lessor shall not contribute to it. 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 Lessor's right to coverage afforded under the insurance policies. The insurance policies may provide coverage that contains deductibles or self-insurance retentions. Such deductible and/or self-insurance retentions shall not be applicable with respect to the coverage provided to Lessor under such policies. Lessee shall be solely responsible for the

deductible and/or self-insurance retention and Lessor, at its option, may require Lessee to secure payment of such deductibles or self-insurance retentions by a surety bond or an irrevocable and unconditional letter of credit. Lessor reserves the right to request and to receive, within 10 business days, certified copies of any or all of the herein required insurance policies and/or endorsements. Lessor shall not be obligated, however, to review such policies and/or endorsements or to advise Lessee of any deficiencies in such policies and endorsements, and such receipt shall not relieve Lessee from, or be deemed a waiver of, Lessor's right to insist on strict fulfillment of Lessee's obligations under this Lease. Lessee and its contractors' and subcontractors' insurance policies required by this Lease, except Workers' Compensation, shall name Lessor, its agents, representatives, officers, directors, officials and employees as Additional Insureds. Lessee and its contractors' and subcontractors' insurance policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against Lessor, its agents, representatives, officers, directors, officials and employees for any claims arising out of Lessee's work or service or use or maintenance of the Premises.

4.6.1 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, \$4,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provisions which would serve to limit third party action over claims. There shall be no endorsement or modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

4.6.2 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 \$1,000,000 each occurrence with respect to any of the Lessee's owned, hired, and non-owned vehicles assigned to or used in performance of the Lessee's work or services or use or maintenance of the Premises under this Lease.

4.6.3 Workers' Compensation:

4.6.3.1 Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Lessee's employees engaged in the performance of the work or services under this Lease; 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.

4.6.3.2 Lessee, its contractors and its subcontractors waive all rights against Lessor 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 Lessee, its contractors and its subcontractors pursuant to this Lease.

4.6.4 Builder's Risk (Property) Insurance:

Contractor shall purchase and maintain, on a replacement cost basis, Builders' Risk insurance and, if necessary, Commercial Umbrella insurance in the amount of the initial Contract amount as well as subsequent modifications thereto for the entire work at the site. Such Builders' Risk insurance shall be maintained until final payment has been made or until no person or entity other than County has an insurable interest in the property required to be covered, whichever is earlier. This insurance shall include interests of County, Contractor, and all subcontractors and sub-subcontractors in the work

during the life of the Contract and course of construction, and shall continue until the work is completed and accepted by County. For new construction projects, Contractor agrees to assume full responsibility for loss or damage to the work being performed and to the structures under construction. For renovation construction projects, Contractor agrees to assume responsibility for loss or damage to the work being performed at least up to the full Contract amount, unless otherwise required by the Contract documents or amendments thereto. Builders' Risk insurance shall be on a special form and shall also cover false work and temporary buildings and shall insure against risk of direct physical loss or damage from external causes including debris removal, demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for architect's service and expenses required as a result of such insured loss and other "soft costs" as required by the Contract. Builders' Risk insurance must provide coverage from the time any covered property comes under Contractor's control and/or responsibility, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, and while on the construction or installation site awaiting installation. The policy will provide coverage while the covered premises or any part thereof are occupied. Builders' Risk insurance shall be primary and any insurance or self-insurance maintained by the County is not contributory. If the Contract requires testing of equipment or other similar operations, at the option of County, Contractor will be responsible for providing property insurance for these exposures under a Boiler Machinery insurance policy or the Builders' Risk Insurance policy.

- 4.6.5 Evidence of Insurance Coverage. Prior to Award and commencement of work, services or occupancy of the Premises under this Lease, Lessee shall furnish Lessor with the following: (1) a letter from Lessee's Insurance Agent ("Agent") stating Agent has received all Reports and that prior to the determination of coverage, Agent has provided all Reports to the insurance carrier that is chosen by Lessee to provide coverage; and (2) Certificates of Insurance in a form acceptable to Lessor, or formal endorsements as required by this Lease, in the form provided by the Lessor, issued by Lessee's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Lease are in full force and effect. Such certificates shall identify this Lease number and title. In the event any insurance policies required by this Lease are written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the term of Lessee's work or services or Lessee's use or maintenance of the Premises and as evidenced by annual Certificates of Insurance.
- 4.6.6 The insurance policies required by this Contract, except Workers' Compensation, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.
- 4.6.7 The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.
- 4.6.8 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.

4.7 ORDERING AUTHORITY:

- 4.7.1 Any request for purchase of product(s) shall be accompanied by a valid purchase order, issued by Office of Procurement Services, a Purchase Order issued by the using Department or direction by a Certified Agency Procurement Aid (CAPA) with a Purchase Card for payment.

4.8 REQUIREMENTS CONTRACT:

- 4.8.1 Contractors signify their understanding and agreement by signing a bid submittal, that the Contract resulting from the bid is 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.
- 4.8.2 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 for actual and documentable costs incurred by the Contractor in response to 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.
- 4.8.3 Contractors agree to accept verbal notification of cancellation of Purchase Orders from the County 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.

4.9 SUSPENSION OF WORK:

The Procurement Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Procurement Officer determines appropriate for the convenience of the County. No adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor. No request for adjustment under this clause shall be granted unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

4.10 STOP WORK ORDER:

The Procurement Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Procurement Officer shall either—

- 4.10.1 Cancel the stop-work order; or
- 4.10.2 Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the County clause of this contract.
- 4.10.3 The Procurement Officer may make an equitable adjustment in the delivery schedule and/or contract price, or otherwise, and the contract shall be modified, in writing, accordingly, if the Contractor demonstrates that the stop work order resulted in an increase in costs to the Contractor.

4.11 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

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

4.12 TERMINATION FOR DEFAULT:

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

4.12.1 Deliver the supplies or to perform the services within the time specified in this contract or any extension;

4.12.2 Make progress, so as to endanger performance of this contract; or

4.12.3 Perform any of the other provisions of this contract.

4.12.4 The County's right to terminate this contract under these subparagraphs may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the County) after receipt of the notice from the Procurement Officer specifying the failure.

4.13 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.

4.14 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.

4.15 SUBCONTRACTING:

4.15.1 The Contractor may not assign to another Contractor 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.

4.15.2 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.

4.16 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.

4.17 ADDITIONS/DELETIONS OF SERVICE:

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.

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

4.18.1 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.

4.18.2 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.

4.18.3 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 invoices, request for credit, request for a check or deduction from current billings 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.

4.19 VALIDITY:

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

4.20 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.

4.21 RELATIONSHIPS:

4.21.1 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, co-employee, partnership, principal and agent, or joint venture between the County and the Contractor.

4.21.2 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.

4.22 NON-DISCRIMINATION:

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website http://www.azgovernor.gov/dms/upload/EO_2009_09.pdf which is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, CONTRACTOR shall not discriminate against any employee, client or any or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

4.23 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

4.23.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor

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

4.23.1.2 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;

4.23.1.3 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

4.23.1.4 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.

4.23.2 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.

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

4.24.1 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.

4.24.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 4.24.1 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.

4.25 CONTRACTOR LICENSE REQUIREMENT:

- 4.25.1 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.
- 4.25.2 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.

4.26 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:

- 4.26.1 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,
- 4.26.2 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.

4.27 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 in its offer 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 and the Arizona Public Records Law.

EXHIBIT 3

FACILITIES MANAGEMENT REQUIREMENTS

1.0 HOURS OF SERVICE:

- 1.1 REGULAR HOURS are between 6:00 AM and 6:00 PM, Monday through Friday, excluding County holidays.
- 1.2 AFTER HOURS is after 6:00 PM and prior to 6:00 AM, Monday through Friday.
- 1.3 WEEKENDS are anytime Saturday or, Sunday.
- 1.4 HOLIDAYS are County Holidays (See County holiday schedule attachment).
- 1.5 Services shall be available 24/7, 365 days per year.
- 1.6 Contractor shall provide 24/7; 365 days per year telephone access, and respond to a call for services within thirty (30) minutes of receipt.

2.0 RESPONSE TIMES:

- 2.1 During REGULAR HOURS, AFTER HOURS, WEEKEND or HOLIDAYS, Contractor shall respond on-site within four (4) hours of receipt of a service request.
- 2.2 If the request is designated by the County as an EMERGENCY, the contractor shall respond on-site within two hours of receipt of a service request regardless of the time of day, WEEKEND or HOLIDAY.

3.0 TRIP CHARGE:

Trip charges are permitted when time and material work is requested at the following sites only:

- 3.1 MCSO Lake Aid Stations (Apache, Bartlett, Blue Point, Canyon and Saguaro)
- 3.2 County offices located in Gila Bend, AZ
- 3.3 County offices located in Buckeye, AZ
- 3.4 County offices located in Aguila, AZ
- 3.5 Only one trip charge may be charged per service call.
- 3.6 If the contractor arrives onsite and is unable to locate a County representative familiar with the work or unable to gain access to the work site, the Contractor may only bill for a trip charge. The Contractor is not authorized to incur nor will the County accepting billing for any labor charges.

4.0 CONTRACTOR REQUIREMENTS:

- 4.1 Contractor(s) shall supply all labor, supervision, materials, tools, equipment, and effort necessary to perform the Scope of Work presented.
- 4.2 The Contractor's service truck fleet and/or warehouse shall carry sufficient supply of repair parts and equipment to perform services per Scope of Work presented.
- 4.3 The Contractor agrees to utilize only experienced, responsible and capable people in the performance of the work.

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

4.4.1 Shirt/blouse

4.4.2 Vest

4.4.3 Cap

4.5 No one except authorized employees of the Contractor is allowed on the premises of Maricopa County. 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.

4.6 The Contractor shall perform the work in a way to minimize disruption to the normal operation of building occupants. Upon completion of work the Contractor shall clean and remove from the job site all debris, materials and equipment associated with the work performed.

4.7 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.

5.0 BUILDING SECURITY (KEYS):

5.1 The Contractor may be provided keys to required County Facilities at the discretion of FMD. Keys may be acquired by:

5.2 The Contractor being provided permanent key(s), wherein the Contractor verifies receipt of and accepts responsibility for keys. The keys must be returned at the completion of the work or at the direction of FMD. Keys not returned may cause the County to re-key the ENTIRE building or locations that the set of keys opened with the cost being borne by the Contractor.

5.3 In lieu of or in addition to keys, the Contractor may be provided card access badges at the discretion of FMD.

5.4 The Contractor shall notify FMD within twenty-four (24) hours if any keys are lost, misplaced, stolen or otherwise not within the Contractor's control.

5.5 Once the Purchase Order is complete, expired, or terminated the Contractor shall immediately return all badges and keys to FMD.

6.0 SALVAGE:

Salvage rights shall be evaluated on a project by project basis by the County and shall be determined prior to incorporation in the contractor's bid price. Salvage rights automatically apply for all work if in the best interest to the County. Salvageable materials without pre-approved contractor salvage rights shall be securely stored and are not to be transported off the site without written permission from Maricopa County. If contractor is given salvage rights, salvageable materials shall be removed daily. No on site storage of contractor's salvaged materials will be permitted.

7.0 CONTRACTOR EMPLOYEE BACKGROUND CHECK:

A background check is required for all Contractor employees providing services to the County. The cost of this service shall be incurred by the County. No Contractor employee may access County property without approval of FMD.

8.0 PROJECT WORK:

Inquiries may be submitted by telephone or at the time of walk through but must be followed up in writing. No oral communication is binding on Maricopa County. Any changes to the original specification must be acknowledged in writing as part of the response to the solicitation/quote.