SERIAL 16010 RFP GROUNDSKEEPING SERVICES

DATE OF LAST REVISION: January 17, 2017 CONTRACT END DATE: March 31, 2019

CONTRACT PERIOD THROUGH MARCH 31, 2019

TO: All Departments

FROM: Office of Procurement Services

SUBJECT: Contract for **GROUNDSKEEPING SERVICES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **March 09, 2016 (Eff. 04/01/16).**

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Kevin Tyne

Kevin Tyne, Chief Procurement Officer
Office of Procurement Services

LA/**zs**
Attach

Copy to: Office of Procurement Services
Don Jeffery, Facilities Management
Christian Johnson, Facilities Management

(Please remove Serial 09016-RFP from your contract notebooks)

CONTRACT PURSUANT TO RFP

SERIAL 16010-RFP

This Contract is entered into this 9th day of March, 2016 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and Handyman Maintenance, Inc., an Arizona corporation ("Contractor") for the purchase of groundskeeping services at various County sites.

1.0 CONTRACT TERM:

1.1 This Contract is for a term of three (3) years, beginning on the 1st day of April, 2016 and ending the 31st day of March, 2019.

1.2 The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional terms up to a maximum of three (3) additional years, (or at the County's sole discretion, extend the contract on a month-to-month bases for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least sixty (60) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

2.0 FEE ADJUSTMENTS:

2.1 Any request for a fee adjustment must be submitted sixty (60) days prior to the current Contract expiration or annual anniversary. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted fee, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

3.0 PAYMENTS:

3.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s), stated in Exhibit "A."

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

3.3 INVOICES:

3.3.1 For Time & Material work, Contractor(s) must provide, at Contractor's own expense, all equipment, expendable shop supplies (rags, cleaners, solvents, gasses, etc.), miscellaneous parts (screws, bolts nuts, small items etc.), tools, etc. necessary to perform all the required services. This shall be all inclusive as "cost of doing business" and as such, be included in the contracted labor rates.

3.3.2 The Contractor shall submit one (1) legible copy of their detailed invoice before payment(s) can be made. Incomplete invoices will not be processed. The invoices are required to contain the following information:

- Company name, address and contact information
- County bill-to name and contact/requestor information

- Building Name and Building Number
- County Contract Number or
- County purchase order number
- Maximo (FMD) service call number (Non-routine work only)
- Invoice number and date
- Date of service or delivery
- Description of Purchase (services performed)
- Labor breakdown (rate per hour x personnel type)
- Material breakdown. Itemized parts list to contain (unit price x quantity, indicating markups as contracted) (if applicable)
- Pricing per unit of purchase
- Extended price
- Arrival and completion time
- Total Amount Due with tax amounts separated. Must also clearly indicate the tax rate being applied.
- Payment Terms

3.3.3 Discounts offered in the contract shall be calculated based on the date a properly completed invoice is received by the County (ROI).

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

3.3.5 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).

3.3.6 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.

3.3.7 Invoices shall be submitted by the Contractor to the County Agency responsible for payment. The invoice must be submitted no earlier than AFTER the **fourth** service week of the month.

3.3.8 Billing MUST be separated by a price sheet, which coincides with the contract site location (section numbers), contract site costs per service; and facility total (i.e. §1.4 Facilities Management; $XX.XX per service, 4X, Total $XX.XX).

3.3.9 Non-Routine work shall be billed separately as follows:

3.3.10 All Time and Materials (T&M) billing must be itemized for labor and materials. All work under $750 will not require a letter of authorization to initiate work or accompany an invoice. If work requires the services of a subcontractor, subcontractor's invoice must accompany contractor's invoice. A 5% mark-up for subcontracting work is allowed when utilizing a previously authorized subcontractor(s).

3.3.11 Project billing shall be all inclusive, no itemization of labor, materials, or subs, is required. Letter of authorization must accompany invoice.

3.4 APPLICABLE TAXES:

3.4.1 **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.

3.4.2 **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.

3.4.3 **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.

3.5 TAX: (SERVICES)

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 STRATEGIC ALLIANCE for VOLUME EXPENDITURES ($AVE):

3.6.1 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 so state** 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.

3.7 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)

3.7.1 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 Exhibit 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 AVAILABILITY OF FUNDS:

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

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

5.0 DUTIES:

5.1 The Contractor shall perform all duties stated in Exhibit “B”, or as otherwise directed in writing by the Procurement Officer.

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

6.0 TERMS and CONDITIONS:

6.1 INDEMNIFICATION:

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.

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.

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.

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

6.2 INSURANCE**:**

6.2.1 Contractor, at Contractor’s own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of 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.

6.2.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

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

6.2.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County’s right to coverage afforded under the insurance policies.

6.2.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

6.2.6 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.

6.2.7 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.

6.2.8 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.

6.2.9 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 or use or maintenance of the Premises under this Contract.

6.2.10 Workers' Compensation:

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.

Contractor, its contractors and its subcontractors waive all rights against Contract 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, its contractors and its subcontractors pursuant to this Contract.

6.2.11 Errors and Omissions Insurance:

Errors and Omissions insurance and, if necessary, Commercial Umbrella insurance, which will insure and provide coverage for errors or omissions of the Contractor, with limits of no less than $2,000,000 for each claim.

6.2.12 Certificates of Insurance:

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

6.2.12.2 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.

6.2.12.3 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.

6.2.13 Cancellation and Expiration Notice:

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

6.3 WARRANTY OF SERVICES:

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

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

6.4 INSPECTION OF SERVICES:

6.4.1 The Contractor shall provide and maintain an inspection system acceptable to County covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to County during contract performance and for as long afterwards as the Contract requires.

6.4.2 County has the right to inspect and test all services called for by the Contract, to the extent practicable at all times and places during the term of the Contract. County shall perform inspections and tests in a manner that will not unduly delay the work.

6.4.3 If any of the services do not conform to Contract requirements, County may require the Contractor to perform the services again in conformity with Contract requirements, at no cost to the County. When the defects in services cannot be corrected by re-performance, County may:

6.4.3.1 Require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements; and

6.4.3.2 Reduce the Contract price to reflect the reduced value of the services performed.

6.4.4 If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with Contract requirements, County may:

6.4.4.1 By Contract or otherwise, perform the services and charge to the Contractor, through direct billing or through payment reduction, any cost incurred by County that is directly related to the performance of such service; or

6.4.4.2 Terminate the Contract for default.

6.5 REQUIREMENTS CONTRACT:

6.5.1 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 or services contained in the Contract, they will be purchased from the Contractor awarded that item if the Contractor can meet all the delivery requirements of the County. Orders will only be placed when the County identifies a need and proper authorization and documentation have been approved.

6.5.2 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.

6.5.3 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.

6.6 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.

6.7 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—

6.7.1 Cancel the stop-work order; or

6.7.2 Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the County, clause of this contract.

6.7.3 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.

6.8 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

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

6.9 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:

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

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

6.9.3 Perform any of the other provisions of this contract.

6.9.4 The County's right to terminate this contract under these subparagraph 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.

6.10 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.

6.11 CONTRACTOR LICENSE REQUIREMENT:

6.11.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Office of Procurement Services and the using agency of any and all changes concerning permits, insurance or licenses.

6.11.2 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 posses 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.

6.12 SUBCONTRACTING:

6.12.1 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.

6.12.2 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 or the County has approved the increase. 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.

6.13 AMENDMENTS:

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

6.14 ADDITIONS/DELETIONS OF SERVICE:

6.14.1 The County reserves the right to add and/or delete materials and services 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 or services are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.

6.14.2 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.

6.15 SEVERABILITY:

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

6.16 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.

6.17 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://azmemory.azlibrary.gov/cdm/singleitem/collection/execorders/id/680/rec/1 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 other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

6.18 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

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

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

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

6.18.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

6.18.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

6.18.2 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.

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

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

6.19.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 6.19.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

6.20 INFLUENCE

As prescribed in MC1-1202 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct may be grounds for Disbarment or Suspension under MC1-902.
An attempt to influence includes, but is not limited to:

6.20.1 A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type valuable contribution or subsidy,

6.20.2 That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

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

6.21.1 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.

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

6.21.3 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.

6.22 AUDIT DISALLOWANCES:

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

6.23 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.

6.24 PUBLIC RECORDS:

Under Arizona law, 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 and copying after Contract award and execution, except for such Offers or sections thereof determined to contain proprietary or confidential information by the Office of Procurement Services. If an Offeror believes that information in its Offer or any resulting Contract should not be released in response to a public record request under Arizona law, the Offeror shall indicate the specific information deemed confidential or proprietary 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 from disclosure. The Records Manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

6.25 PRICES:

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

6.26 INTEGRATION:

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

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

6.28 GOVERNING LAW:

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

6.29 ORDER OF PRECEDENCE:

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

6.30 INCORPORATION OF DOCUMENTS:

The following are to be attached to and made part of this Contract:

6.30.1 Exhibit A, Pricing;

6.30.2 Exhibit B, Scope of Work;

6.30.3 Exhibit C, Facilities Management Requirements

6.30.4 Exhibit D, Policy A2234U Acknowledgment

NOTICES:

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

For County:

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

For Contractor:

Handyman Maintenance, Inc.
Attn: Steve Adams
PO Box 18968
Phoenix AZ, 85005

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

CONTRACTOR

Steve Adams

AUTHORIZED SIGNATURE

Steve Adams President

PRINTED NAME AND TITLE

P.O. Box 18968 Phoenix, AZ 85005

ADDRESS

01-22-2016

DATE

MARICOPA COUNTY

CHAIRMAN, BOARD OF SUPERVISORS

MAR 09 2016

DATE

ATTESTED:

Fran McCarroll

CLERK OF THE BOARD

MAR 09 2016

DATE

APPROVED AS TO FORM:

LEGAL COUNSEL

February 4, 2016

DATE

EXHIBIT A
PRICING

SERIAL 16010-RFP
NIGP CODE:98836

RESPONDENT'S NAME:	Handyman Maintenance, Inc.
COUNTY VENDOR NUMBER :	W000001368X
ADDRESS:	4714 N 43rd Ave, Phoenix, AZ 85031
P.O. ADDRESS:	P.O. Box 18968, Phoenix, AZ 85005
TELEPHONE NUMBER:	602-307-0040
FACSIMILE NUMBER:	602-307-0041
WEB SITE:	www.hmiofaz.com
CONTACT (REPRESENTATIVE):	Steve Adams
REPRESENTATIVE'S E-MAIL ADDRESS:	stevea@hmiofaz.com & admin@hmiofaz.com

	YES
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	[X]
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[X]

PAYMENT TERMS: NET 30 DAYS

PRICING:

	PRICES ARE PER SERVICE	**PER SERVICE**
1.1	MCSO - Avondale Substation [0309] ~~900~~ **920** E. Van Buren St. Avondale, AZ Full Service Hand Water 26 services	$260.00
	Effective 11/16/2016: **Southwest Justice Center** **[0324]** **10420 W. Van Buren St.** **Avondale, AZ** **52 Services**	**$490.55**
1.2	MCSO Shooting Range Office [0501] 26900 W. Buckeye Hills Dr. Buckeye, AZ No Lawn Care Quarterly Basis	$1,390.00
1.3	San Tan Regional Court Center [1216] 201 ~~W.~~**E.** Chicago St. Chandler, AZ No Lawn Care 52 services	$296.00

1.4	Sun Lakes Branch Library [1217] 9330 E. Riggs Rd. Sun Lakes, AZ No Lawn Care 12 services	$325.00

1.5	MCDOT Administration [1401] 2901 W. Durango Phoenix, AZ No Lawn Care 52 services	$264.00
1.6	MCSO - Estrella Jail [1403] 2939 W. Durango Phoenix, AZ (See 2.13.5) Hand Water Planters @ Front 52 services	$256.00
1.7	MCDOT - Highway Operations [1405] 2919 W. Durango Phoenix, AZ Service Planters @ Front No Lawn Care 52 services	$160.00
1.8	MCDOT - CDL Lot #1418 2951 W. Watkins Way Phoenix, AZ Quarterly Basis	$625.00
1.9	MCDOT - Warehouse [1408] 2222 S. 27th Ave. Phoenix, AZ No Lawn Care 52 services	$77.00
1.10	MCDOT - Boneyard South of MCDOT Warehouse 2222 S. 27th Avenue Phoenix, AZ Quarterly Clean-up	$288.00
1.11	MCDOT - Traffic Operations [1409] 2909 W. Durango Phoenix, AZ No Lawn Care 52 services	$108.00
1.12	MCDOT Buckeye Facility (0406) 26449 W. MC85 Buckeye, AZ 26 services	$124.00
1.13	MCDOT Buckeye Facility (0410) 26529 W. MC85 Buckeye, AZ 26 services	$385.00

1.14	FMD Durango [1414] 2401 S. 28th Dr. Phoenix, AZ No Lawn Care 52 services	$262.00
1.15	Animal Control Center [1417] 2500 S. 27th Ave. Phoenix, AZ No Lawn Care 52 services	$170.00
1.16	Service Station [1506] 3325 W, Durango Phoenix, AZ Quarterly Basis	$145.00
1.17	Telecommunications [1511] 3324 W. Gibson Ln. Phoenix, AZ No Lawn Care 12 services	$40.00
1.18	Durango Parking Garage [1513] ~~3325~~ **3320** W. Gibson Ln. Phoenix, AZ No Lawn Care 26 services	$98.00
1.19	MCSO - Durango Jail [1601] 3225 W. Durango Phoenix, AZ (See 2.16) 52 services Quarterly Clean Up of Recreation Yards	$298.00
1.20	MCSO - Towers Jail [1611] 3127 W. ~~Durango~~ **Gibson Lane** Phoenix, AZ Full service (See 2.16) 52 services	$265.00
1.21	Juvenile - Durango [1701] 3125 W. Durango Phoenix, AZ Full Service 52 services	$850.00
1.22	Juvenile Detention [1713] 3131 W. Durango Phoenix, AZ No Lawn Care 26 services	$106.00

1.23	Durango Juvenile Court [1714] 3131 W. Durango Phoenix, AZ No Lawn Care 52 services	$370.00
1.24	Durango Juvenile Court [1715] 3131 W. Durango Phoenix, AZ Full Service 52 services	$260.00
1.25	MCSO - Canine Training [1901] 3465 W. Durango Phoenix, AZ Full Service 52 services	$126.00
1.26	DURANGO WEST MCSO - General Investigations Annex [1913] 3435 W. Durango Phoenix, AZ Adult Probation - Annex [1914] 3375 W. Durango Phoenix, AZ Adult Probation [1915] 3355 W. Durango Phoenix, AZ ~~Records Center (vacant)~~ **MCSO Crime Lab** [1916] 3345 W. Durango Phoenix, AZ All-No Lawn Care All- 26 services	$162.00
1.27	MCSO – ~~Training~~ **Fleet Management** [1917] ~~3342~~ **3345** W. Durango Phoenix, AZ Durango Cafeteria [1918] 3341 W. Durango Phoenix, AZ ~~Solid Waste Management~~ **Vacant Land** [1919] 3335 W. Durango Phoenix, AZ MCSO SWAT/General Investigation [1920] 3335 W. Durango Phoenix, AZ Full service All- 52 services	$150.00
1.28	MCSO Training Center [1951] 2627 S. 35th Ave. Phoenix, AZ	

	No Lawn Care 52 services	$528.00
1.29	MCSO Property & Evidence [1952] 3240 W. Lower Buckeye Rd. Phoenix, AZ No Lawn Care 26 services	$200.00
1.30	MCSO LBJ Detention Facility [1961] 3250 Lower Buckeye Rd. Phoenix, AZ No Lawn Care 52 services	$575.00
1.31	MCSO Food Factory [1962] 3150 W. Lower Buckeye Rd. Phoenix, AZ No Lawn Care 52 services	$500.00
1.32	MCSO Laundry Facility [1963] 3170 W. Lower Buckeye Rd. Phoenix, AZ No Lawn Care 26 services	$473.00
1.33	Central Plant [1964] 3180 W. Lower Buckeye Rd. Phoenix, AZ No Lawn Care 26 services	$126.00
1.34	Cradles To Crayons [1965] 3445 W. Durango Phoenix, AZ Full Service 52 services	$445.00
1.35	SWAT / MCSO Vehicle Storage [1971] 3340 W. Durango Phoenix, AZ No Lawn Care 26 services	$46.00
1.36	Equipment Services - N. Valley Service Station [2006] 16821 N. Dysart Rd. Surprise, AZ No Lawn Care Quarterly Basis	$345.00

1.37	MCDOT [No Bldg Site #] SE Corner of Dysart & Elm Road Surprise, AZ 26 services	$95.00
1.38	MCSO - Surprise Substation [2021] ~~13123~~ **13063** W. Bell Rd. Surprise, AZ No Lawn Care 26 services	$186.00
1.39	MCDOT - NW Facility [2025] 12975 W. Bell Rd. Surprise, AZ No Lawn Service 52 services	$230.00
1.40	Superior Court [2029] 14264 W. Tierra Buena Surprise, AZ No Lawn Care 52 services	$145.00
1.41	Superior Court NW Regional [2033] 14264 N. Tierra Buens Ln. Surprise, AZ No Lawn Care 52 services	$135.00
1.42	MCSO - Gila Bend Substation [2201] 309 E. Pima Gila Bend, AZ No Lawn Service 26 services	$275.00
1.43	North Regional Adult Probation [2310] 6655 W. Glendale Ave. Glendale, AZ No Lawn Care 26 services	$290.00
1.44	White Tank Cemetery [2603] 15926 W. Camelback Rd. Weed Control Only No Irrigation Responsibility 12 services	$845.00
1.45	Justice Court - West Mesa [2801] 2050 W. University Mesa, AZ Full Service 52 services	$85.00

1.46	Adult Probation [2814] 245 Centennial Way Mesa, AZ No Lawn Care 52 services	$325.00
1.47	Equipment Services - Mesa [2852] 155 E. Coury Mesa, AZ No Lawn Care 26 services	$40.00
1.48	MCSO - Southeast Substation [2853] 1840 S. Lewis St. Mesa, AZ No Lawn Care 26 services	$155.00
1.49	Southeast Regional [2855] 222 E. Javelina Mesa, AZ No Lawn Care 52 services	$400.00
1.50	Juvenile Court - Mesa [2856] 1810 S. Lewis St. Mesa, AZ No Lawn Care 26 services	$175.00
1.51	Juvenile - Parking Structure [2860] 1840 S. Lewis Mesa, AZ No Lawn Service 52 services	$150.00
1.52	Juvenile Court, Mesa Addition[2871] ~~1810~~ **1840** S. Lewis Mesa, AZ 52 services	$125.00
1.53	S.E. Warehouse [2874] 1920 S. Lewis St. Mesa, AZ No Lawn Care 12 services	$255.00
1.54	S.E. FMD Warehouse [2875] 227 E. Javelina Ave. Mesa, AZ No Lawn Care 12 services	$300.00

1.55	COURT COMPLEX [3300] West Court Building [3301] 111 S. 3 Ave. Phoenix, AZ Central Court Building [3305] 201 W. Jefferson Phoenix, AZ East Court Building [3303] 101 W. Jefferson Phoenix, AZ Supervisor's Auditorium [3304] 205 W. Jefferson Phoenix, AZ MCSO-Administration & Jail [3302] 120 S. 1st Ave. Phoenix, AZ Food Service Cafeteria [3307] 101 W. Jefferson Phoenix, AZ (hand water Food Service) All-No Lawn Care All- 52 services	$488.00
1.56	Madison Street Jail [3309] 225 W. Madison St. Phoenix, AZ No Lawn Care 12 services	$75.00
1.57	Administration Building [3310] 301 W. Jefferson Phoenix, AZ Full Service 52 services	$138.00
1.58	Facilities Management [3311] ~~301~~ **401** W. Jefferson Phoenix, AZ No Lawn Care 52 services	$138.00
1.59	Jackson St. Customer Service Center [3315] 601 W. Jackson St. Phoenix, AZ No Lawn Care 52 services	$145.00
1.60	MCSO 4th Ave Jail [3316] 201 S. 4th Ave. Phoenix, AZ No Lawn Care 12 services	$165.00

1.61	Forensic Science Center/Garage [3317/20] ~~719~~ **701** W. Jefferson St. Phoenix, AZ No Lawn Care 26 services	$175.00
1.62	Vacant Property [3327] 805 W. Jefferson St. Phoenix, AZ No Lawn Care Quarterly Lot Clean Up	$180.00
1.63	Old Courthouse [3401] 125 W. Washington Phoenix, AZ No Lawn Care 52 services	$156.00
1.64	~~Public Health Complex [3807/3708/3828]~~ **Vacant Property [3808]** ~~1825/45~~ **1845** E. Roosevelt Phoenix, AZ Quarterly Lot Clean Up	$340.00
1.65	Public Health [3846] 1645 E. Roosevelt Phoenix, AZ Full Service 52 services	$155.00
1.66	Northeast Consolidated Courts [3853] 18380 N. 40th St. Phoenix, AZ No Lawn Care 52 services	$330.00
1.67	Adult Probation/Juvenile Probation [3857] 333 W. Hatcher Phoenix, AZ Full service 52 services	$115.00
1.68	Adult Probation - Southport [3933] 3535 S. 7 St. Phoenix, AZ No Lawn Care 26 services	$142.00
1.69	5th Avenue Parking Lot [4028] Between Jefferson/Madison Phoenix, AZ Weed Control Only No Irrigation Responsibly Quarterly Basis	$225.00

1.70	One West Madison [4039] Phoenix, AZ No Lawn Care 4 Services	$175.00
1.71	7th Avenue WIC [4040] 1260 S. 7 Ave. Phoenix, AZ Full service 52 services	$80.00
1.72	Chambers Building [4052] 301 S. 4th Ave. Phoenix, AZ No Lawn Care 26 services	$60.00
1.73	Chambers Parking Lot [4064] 405 W. Jackson Phoenix, AZ Quarterly Basis	$85.00
1.74	Downtown Justice Court Center [4053] 620 W. Jacson St. Phoenix, AZ No Lawn Care 52 services	$135.00
1.75	Environmental - Scottsdale Office [4602] 15023 N. 75 Scottsdale, AZ No Lawn Service 26 services	$170.00
1.76	Scottsdale Adult Probation [4608] 8230 E. Butherus Scottsdale, AZ No Lawn Care 26 services	$170.00
1.77	Twin Buttes Cemetery [5103] 2000 S. Priest Dr. Tempe, AZ Weed Control Only Quarterly Basis	$485.00
1.78	Animal Control Center - Mesa [5105] 2630 ~~E. 8th Ave~~. **E. Rio Salado Blvd.** Mesa, AZ No Lawn Care 26 services	$80.00

1.79	Office of Procurement Services/MCSO [6202] 320 W. Lincoln Phoenix, AZ No Lawn Care 26 services	$98.00
1.80	Elections Office/Warehouse [6205] 510 S. 3rd Ave. Phoenix, AZ No Lawn Care 4 services	$75.00
1.81	Special Assignment Area (See 2.19)	N/A
1.82	Performed daily, business hrs. only:	$140.00
1.83	Labor, irrigation repairs, 2" or larger: During business hours	$40.00
1.84	Labor, irrigation repairs, 2" or larger: After hours, weekends, holidays	$60.00
1.85	Arborist/Horticulturist: (If contractor does not have this specialty on staff, this service may be subcontracted) (If subcontracted, do not post a bid price. Insert word "subcontracted")	Subcontracted
1.86	Parts/supplies/materials/ not covered under the routine services, Cost plus:	15%
1.87	General labor: (Per Hour)	$18.48
1.88	Landscape design (Per Hour)	$40.00
1.89	Fuel Cost Comprise What Percent of Bid Amount	8%
1.90	Black Canyon Adult Probation [4166] 2445 W. Indianola Phoenix, AZ Full Service 52 service	$260.00
1.91	Flood Control-Amin. [1402] 2801 W. Durango Phoenix, AZ Full Service 52 services	$448.00

1.92	Flood Control - OPS [1404] 2801 W. Durango Phoenix, AZ Full Service 52 services	$330.00
1.93	Flood Control [1402] R.C. Estebrooks Median Durango Ave to 27th Ave Full Service 52 services	$86.00
1.94	Vacant Lot [1906] 3435 W. Durango Phoenix, AZ Quarterly Clean up	$376.00
1.95	Vacant Lot [4013] 120 S. 6th Avenue Phoenix, AZ Quarterly Clean up	$290.00
1.96	~~Vacant Lot [1969]~~ **MCSO Impound Lot West [1970]** ~~2323 S.~~ 35th Ave. **& Gibson** Phoenix, AZ Quarterly Clean up	$376.00
~~1.97~~	~~Family Health Center [0405]~~ ~~110 E. Beloat Road~~ ~~Buckeye, AZ~~ ~~Full Service~~ ~~Hand Water~~ ~~12 services~~	~~$266.00~~ **Eff. 04/26/16**
1.98	MCSO Headquarters (3318) 550 West Jackson Street Phoenix, AZ Full Service 52 services	$376.00
1.99	South Court Tower [3325] 175 West Madison Phoenix, AZ Full Service 52 services	$258.00
2.01	MCDOT New River [4808] 41835 North New River Road New River, AZ No lawn care 26 services	$110.00

~~2.02~~	~~Vacant Lot [4013]~~ ~~6th to 7th Avenue~~ ~~Between Jefferson and Madison~~ ~~Phoenix, AZ~~ ~~Quarterly Clean up~~	$280.00
2.03	Vacant Lot [1419] 2701 Ray Tucker Drive Phoenix, AZ Quarterly Clean up	$800.00
2.04	Vacant Lot [1974] 35th Ave. and Lower Buckeye Rd. Phoenix, AZ Quarterly Clean up	$376.00
2.05	Mesa Environmental Services [2891] 106 E. Baseline Road Mesa, AZ 52 services	$166.00
2.06	Generator Site [4011] 101 W. Jackson Phoenix, AZ Quarterly Clean up	$40.00
2.07	Vacant Lot [2898] 230 E. Baseline Road Mesa, AZ Quarterly Clean up	$270.00
2.08	White Tanks Library [5719] 20304 W. White Tank Mountain Road Waddell, AZ 12 services	$184.00
2.09	Vacant Lot [1421] ~~29th &~~ **2951** W. Watkins ~~St.~~ **Way** Phoenix, AZ Quarterly Clean up	$160.00

EXHIBIT B

SCOPE OF WORK

1.0 INTENT:

The purpose of this contract is to provide landscaping services as outlined in the technical specifications at various County sites.

The Contractor shall perform all services internally. No subcontracting shall be allowed unless approved in advance in writing by the County.

Other County departments may use this contract. The Facilities Management Department is not responsible for contract administration or payment of invoices when services are requested by other County/Governmental entities.

This is a performance contract. The contractor shall be compensated or penalized a percentage over the proposed price based on performance.

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 WORK:

2.1 The Contractor shall furnish all supervision, labor, material, equipment, tools, chemicals, transportation, and all effort necessary required in maintaining the landscape in an attractive and healthy condition throughout the year as specified herein.

2.2 Services are to be provided Monday through Friday, during business hours 6:00 AM – 6:00 PM, excluding County holidays. Due to excessive heat, in the months of April through October, the Contractor can provide services Monday through Friday from 5:00 AM-7:00 PM only if the Contractor deems necessary, and with the prior approval from FMD. Service shall be every week totaling 52 services, unless otherwise noted.

2.3 The following link: http://gis.maricopa.gov/MapApp/FMD/Facility/index.html contains locations indicated on Exhibit A Pricing.

2.4 The Contractor must maintain insect and disease control with a legally approved chemical, and applied by certified landscape applicators (as approved by the State of Arizona, Office of Pest Management).

2.5 For all landscape services, "maintain" shall mean to fertilize, trim, prune, thin, apply insect and disease control, water as needed, keep green, keep healthy growth to a natural appearance, cultivate as needed, to care for, support, all on a scheduled basis.

2.6 Landscape Design:

The County may require landscape design services during the term of this contract. If so, the Contractor will bill design fees at an hourly labor rate.

2.7 Arborist/Horticulturist:

The services of an arborist or a horticulturist may be a requirement during the term of this service contract. If the Contractor does not have an arborist or horticulturist on staff, subcontracting of such is allowable. There is a line item price in Exhibit A, PRICING for such services. A 5% mark-up is authorized when utilizing a previously authorized subcontractor(s).

2.8 Tree And Shrub Care:

2.8.1 Contractor shall maintain all trees and shrubs in a manner that keeps them healthy, flourishing, and wholesome.

2.8.2 Trees and shrubs in a state of decline shall be brought to the attention of the County immediately, in writing. Failure of Contractor to document such decline to the County, with subsequent death of tree(s)/shrub(s) shall hold Contractor responsible for the replacement of trees/shrubs to a size and condition and variety acceptable to the County at the Contractor's expense.

2.8.3 Replacement trees and shrubs shall comply with Arizona Department of Water Resources (ADWR) Phoenix AMA Drought Tolerant/Low Water Use Plant List.

2.9 Ground Cover:

2.9.1 The Contractor shall maintain ground cover in a manner that keeps them healthy, flourishing, and wholesome.

2.9.2 Weeds shall be controlled with pre-emergent herbicides as necessary.

2.9.3 The Contractor shall water enough that moisture penetrates throughout the root zone, and only as frequently as necessary to maintain healthy growth.

2.9.4 The Contractor shall edge ground cover to keep in-bounds and off walkways and sidewalks, and trim top growth as necessary to achieve overall even appearance.

2.9.5 The Contractor shall remove all leaves and trash along curbing that separates landscape area with street, parking lot, or driveway when visibly needed.

2.9.6 Ground cover in a state of decline shall be brought to the attention of the County immediately, in writing. Failure of Contractor to document such decline to the County, with subsequent death of ground cover will hold Contractor responsible for the replacement of ground cover to a size and condition and variety acceptable to the County.

2.9.7 Replacement ground cover shall comply with the ADWR Phoenix AMA Drought Tolerant/Low Water Use Plant List.

2.10 Lawns:

2.10.1 Sites that have no lawn care are identified in Exhibit A, PRICING.

2.10.2 The Contractor shall maintain lawns in a manner that keeps them healthy, flourishing, and wholesome.

2.10.3 The Contractor shall renovate if needed -or- if over seeding for winter Rye grass. Winter over seeding of lawns to be included at <u>all</u> sites with lawns, unless otherwise specified by the County.

2.10.4 Ryegrass shall be mowed to a minimum height of two inches in warm weather and one and one-half inches (1½") during the rainy season.

2.10.5 Other grasses such as Bermuda grass shall be mowed to a height of one and one-half inches (1½").

2.10.6 Mowing shall be done at least every seven days during spring and fall seasons and as needed for other seasons. Maintain height to 1 ½".

2.10.7 Edging of lawn at sidewalks, walkways, paving blocks, or landscape separators (concrete curbing, brick, bender board, etc. that separates lawn from other landscape growth or granite) shall be performed as needed for neat appearance.

2.10.8 Grass clippings from mowing shall be caught and removed. Clippings are not to be left lying in swaths that might damage the lawn. Clippings may be left every fourth mow to decompose.

2.10.9 Contractor shall hand clip or use powered tools around sprinkler heads to allow for proper watering.

2.10.10 Lawns shall be kept full. Where sparse, Contractor shall maintain by seeding, fertilization, and watering. The exception to this is where grass is unable to grow such as shaded areas. The County shall reserve the right to determine this condition.

2.10.11 All landscaping shall be fertilized twice annually (Spring and Fall) with slow-release 100% organic fertilizer.

2.11 Weed Control:

2.11.1 Some sites shall require weed control only, as requested, and are identified in Exhibit A, PRICING.

2.11.2 The Contractor shall maintain weed control in a manner that minimizes weed growth and spreading.

2.11.3 The Contractor shall be responsible for weed control at all sites assigned to them. This will include the chemical treatment of weeds located in and around the site, and in some cases actual physical removal of weeds.

2.11.4 Weeds shall be defined as: a plant that is not valued where it is growing and is usually of aggressive growth; one that tends to overgrow or choke out more desirable plants. (Examples are, but not limited to: grass that is overgrowing in and around a small shrub is considered a weed. Nut grass, foxtail, or dandelions growing in granite areas or grass areas are considered weeds).

2.12 Irrigation/Sprinkler Systems:

2.12.1 The Contractor shall maintain irrigation/sprinkler systems in a manner wherein contractor's staff checks for and eliminates system leaks, ensures total functionality, and provides necessary water without excess to all downstream vegetation from the main source.

2.12.2 Contractor is required to manually cycle all sprinkler systems that use a clock at each site on scheduled visits (if site has an irrigation/sprinkler system). This shall ensure the system is operational, and leaks have been taken care of. This shall also require a perimeter walk of the site, checking sprinkler heads, emitters, and bubblers. All heads are to be adjusted for unimpeded coverage. Contractor shall be given keyed access to control boxes.

2.12.3 One and one-half inch (1½") or smaller irrigation lines and <u>all components</u> of the same size or smaller attached to and part of the system shall be repaired and maintained by the Contractor at no additional cost to the County. Two inch (2") and larger lines and all components of the same size or larger shall be billable to the County as time and materials.

NOTE: During the performance of the work covered by this agreement the Contractor may encounter or discover irrigation lines (those 1½" or smaller) that are situated below permanent installation such as concrete slabs, asphalt, buildings or other permanent

installations. These lines are not the responsibility of the Contractor. If such lines are discovered, the Contractor is to immediately notify FMD. FMD will take appropriate action which may include requesting a cost proposal for addressing the item. The Contractor is to take no action until any aspect of service or additional cost is formally approved by FMD.

2.12.4 For repairs to irrigation lines over (two) 2", Contractor shall notify FMD (or User Agency if monitoring this contract) with an estimate for repairs.

2.12.5 Unless so noted in Exhibit A, PRICING, (*no irrigation responsibility*), each site that has an irrigation system shall be the responsibility of the Contractor as specified in this section.

2.13 Irrigation Backflow Units:

Repairs, adjustments, or replacement of irrigation backflow preventers shall be performed by Contractor's staff. This service will be quoted as time and materials. Staff must be certified to perform such work. If Contractor has no staff for such work, this may be subcontracted.

2.14 Work Not Included:

2.14.1 Repairs or replacement of losses/damages to County property beyond Contractor's control, except with Owners approval.

2.14.2 Maintenance of open parking areas, driveways, walks, etc. Exceptions: cleanup of landscape debris.

2.14.3 New planting or other special services, except with Owners approval and agreement to pay.

2.15 Mandatory Weekly Routine Work, Performance Standards (Scored):

2.15.1 The Contractor shall maintain grass to approximately 1½ inches height.

2.15.2 The Contractor shall edge trim around planters, sprinkler heads, trees, and along sidewalks.

2.15.3 The Contractor shall vacuum or sweep sidewalks of building site (do not blow/sweep into parking areas or streets).

2.15.4 The Contractor shall hand water as required. This includes, but not limited to, manual hand watering if an irrigation system should be down for repairs and/or renovation, or if there is not any in-ground system.

2.15.5 The Contractor shall manually cycle sprinkler system controller through all phases – repair as necessary while on-site for 1½" or smaller. Larger lines require pre-approval. Backflow units to be checked for leakage.

2.15.6 The Contractor shall remove all clippings and debris from County property on the same day of service. All clippings to be hauled away by Contractor and not deposited into County trash containers.

2.15.7 The Contractor shall pick up debris/trash of areas around buildings, entryways, outside benches and furniture (if applicable). Empty trash containers located in parking lots and external to the building. Replace liners.

2.15.8 The Contractor shall rake granite to an even pattern.

2.15.9 The Contractor shall trim all ground cover and shrubs.

2.15.10 The Contractor shall trim all tree branches and trunks from the ground level to a maximum eight (8) feet. Exceptions to this are young trees that are less than ten (10) feet tall. Also, trees overhanging walkways, which should be trimmed from ground level to a minimum of eight (8) feet in height.

2.15.11 The Contractor shall spray and/or remove weeds as needed.

2.15.12 The Contractor shall pick up cigarette butts located in an around planters and landscape areas located at entrances to buildings.

2.15.13 Mandatory Weekly Routine Work shall be evaluated as stated in Exhibit 5 of RFP.

2.16 Seasonal Routine Work:

2.16.1 The Contractor shall apply legally approved weed control and weed killer; fertilizer and summer grass seed; preparation for seeding for winter grass.

2.16.2 The Contractor shall treat granite areas with pre-emergent chemical in early spring to control weed growth.

2.16.3 The Contractor shall maintain reasonable control for insect and disease with legally approved chemicals.

2.16.4 The Contractor shall renovate lawns for winter application of Rye grass.

2.16.5 Limited services for MCSO jail compounds: The Contractor shall be required to do weekly: weed control, litter pickup, blowing of curb lines, routine trimming, mowing of grass (during growing season, each week; once per month during December through March). No over seeding will be provided. Irrigation repairs as needed.

2.17 Non-Routine Work:

2.17.1 All non-routine work (billable as a project or T&M) will be done at the direction of the Facilities Management Department or User Agency.

2.17.2 Contractor shall be called upon to estimate and perform various types of non-routine work such as, but not limited to: removing fallen/dead trees; major/minor repairs to sprinkler systems 2” and over; or spreading granite or fill dirt.

2.17.3 Billable non-routine project work: All billable work under $750 shall only require verbal authorization to proceed. All work over $750 shall require a Letter of Authorization (L.O.A.) from an FMD representative instructing the Contractor to proceed.

2.18 Parking Lots:

There are a few parking lot sites, and they shall not require regular scheduled landscaping services. The sites do, however, require seasonal removal of grasses or weeds that have infested cracks, fence lines, sidewalk cracks, parkways (area between sidewalk and curb), etc. When requested, the Contractor shall treat weeds/grass (remove if requested) from the site and bill the County per as priced in Exhibit A, PRICING.

2.19 Special Assignment Duties – Downtown Complex:

The Contractor assigned to the downtown complex shall be responsible for litter/trash pickup on city sidewalks and the landscape area up to the building, on a DAILY **(**Monday – Friday) basis. This area borders:

West side of 1st Avenue

South side of Jefferson St.
East side of 7th Avenue
South side of Jackson St.

Old Courthouse (County side only) – bordering 1st Ave. on the west, Washington St. on the north, Jefferson St. on the south, and not to include the west wing area (City side).

A line item price for this service is in Exhibit A, PRICING.

2.20 Mandatory Contractor Qualifications:

2.20.1 The Contractor shall be responsible to procure all required licenses and permits as governed by the State of Arizona. Contractor must have a State of Arizona Commercial Landscape License A/K-21. A copy of such must accompany RFP package.

2.20.2 A State of Arizona Office of Pest Management License is also required for application of chemicals, Class B3 - Weed Control, and Class B5 - Turf and Ornamental Pest Control. A copy of such must accompany RFP package. Contractor's license for chemical applications must be registered to the Contractor, and sub-contracting to another is not allowed.

2.20.3 State of Arizona, Office of Pest Management Certification of Contractor's employees who will be assigned the task of landscape chemical applications are a requirement and must be submitted with the RFP package and updated every six (6) months. Copies can be requested at any time, and must be provided to Maricopa County upon request.

2.20.4 The Contractor shall provide references of currently servicing a minimum of two (2) commercial accounts similar in scope of work and complexity.

2.21 Contractor Requirements:

2.21.1 The Contractor shall respond on-site to emergency requests within two (2) hours of Contractor receiving said requests. This may include but not limited to: sprinkler line breakage or related water problems; fallen trees; or safety related landscape matters.

2.21.2 The Contractor shall be responsible for any damage incurred to the facility, underground sprinkler systems, trees, bushes, shrubs and/or any other permanent or nonpermanent type fixture, resulting from his negligent use of the premises to fulfill the contract terms and conditions.

2.21.3 All costs for repeat work, or repairs due to failures of specific repairs, will be the responsibility of the Contractor.

2.21.4 The Contractor and their employees shall exercise safe industry work practices. All work shall be in compliance with appropriate OSHA, Federal, State, County, and local municipality ordinances and regulations. Fertilizers and chemicals shall be transported in containers that will ensure proper protection to the job site.

2.21.5 All equipment used by Contractor to perform the specifications herein shall be in good working condition and shall also conform to required safety standards.

2.21.6 Maricopa County has adopted the Governor's Executive Order 2007-03, Section 4 pertaining to the use leaf blowers, gasoline powered lawn mowers and all other pollution causing landscaping maintenance equipment.

Contractor shall own and maintain a sufficient inventory of non-gasoline powered landscape equipment to meet all contract specifications.

2.21.7 The Contractor shall submit with its bid Exhibit D indicating that they have read and will comply with Maricopa County Internal Policy. Policy A2234 Section U, Injury and Illness Prevention Plan: Non-Construction Contractor Safety Management Policy Exhibit D.

2.21.8 All work shall be performed during the daylight business hours (6:00 A.M. to 6:00 P.M.), Monday through Friday, except emergencies or special work orders. Due to excessive heat, in the months of April through October, the contractor can provide services Monday through Friday from 5:00 AM-7:00 PM only if the contractor deems necessary, and with the prior approval from FMD. However the Contractor shall not perform any work that creates a requirement to be reimbursed for overtime rates without prior written permission of the County.

2.21.9 The Contractor shall perform the work in a way to minimize disruption to the normal operation of the building tenants. Upon completion of the work, the Contractor is responsible for cleaning and removing all debris, materials, and equipment associated with the work performed. Debris will not be placed into County trash containers. Debris must be bagged in transparent bags.

2.21.10 The Contractor shall carry on the operation 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 landscape operations 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 monies due the Contractor.

2.22 English Speaking Requirement:

The Contractor's job supervisor and additional personnel as deemed necessary by the Maricopa County Facilities Management Department representative must be literate and fluent in the English language. <u>There is to be at least one (1) person or more, and as directed by the Facilities Management Department, on each shift on site, who can speak, read and write English.</u> This is not meant to require that all Contractor personnel speak, read, and write English. Most tasks may require only the job supervisor, crew leader, or crewmember to speak, read, and write English. This requirement is necessary due to the following reasons, which include but are not limited to:

2.22.1 Warnings of emergencies and hazards.

2.22.2 Preparation of reports as specified.

2.22.3 Communication with Maricopa County Personnel and Tenants.

2.22.4 Due to the significance of the above listed reasons, the English requirement is to enhance communications between the Contractor representatives and Facilities Management Department personnel, and between the Contractor representatives and the public.

2.23 Employees of The Contractor:

No one except authorized employees of the Contractor is allowed on the premises of Maricopa County while performing services under this Contract. 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. Failure of Contractor to meet this requirement will result in permanent removal of the employee from performing under this Contract.

All Contractor employees shall wear a Contractor’s issued picture identification badge at all times. All employees must also wear an article of clothing (cap, vest, and shirt) clearly displaying the name of the Company at all times.

The Contractor shall provide the County with a current employee register monthly. This register must contain the Name, Social Security Number, Phone Number, and Address of all employees assigned to this contract. Register shall indicate employee has passed a felony security screening. If changes to the register occur, the Contractor must inform the County via electronic notice immediately.

Maricopa County will audit felony security screenings on a random basis. Failure of this audit as well as failure to prescreen Contractor employees may result in termination of contract.

Additional security screening may be required by other County Agencies. This cost shall be incurred by the requesting Agency.

2.24 Safety Apparel Used by Contractor's Staff:

The Contractor's staff shall be required to wear safety apparel (i.e., eye, ear, face protection, etc.) when using landscape equipment such as, but not limited to lawnmowers, blowers, weed whackers, etc. Monitoring of the use of proper safety apparel shall be performed by FMD Quality Assurance staff.

2.25 Removal Of Contractor's Employees:

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

2.26 Employee Training

2.26.1 Contractor shall furnish personnel who are trained and qualified to perform as to the specifications, and supervisors who will be responsible for the performance of their personnel.

2.26.2 The Contractor shall provide training to their personnel for ornamental landscaping. The County shall, at its option, monitor the Contractor's performance on a random and unannounced basis by:

(a) Observation

(b) Audit of performance

(c) Asking questions

2.27 Equipment and Supplies:

All equipment and supplies furnished by the Contractor are subject to prior approval by the County. The Contractor shall provide sufficient equipment, supplies, and personnel to complete the work within the designated time frames.

2.28 Work Schedule:

2.28.1 At the post award conference the Contractor shall provide a proposed work schedule to accomplish the services pursuant to this contract. This schedule shall be set on an annual calendar identifying the task and the frequency of work.

2.28.2 This schedule shall be subject to Facilities Management Department approval, or User Agency (if site monitored by User Agency). Thereafter, changes in this schedule must be submitted in writing to FMD Contract Administrator (or user agency) for approval prior to implementation.

2.28.3 The Contractor shall adhere to the approved work schedule and shall complete all routine work during the calendar week in which it is scheduled unless circumstances occur which are beyond the control of the Contractor.

2.28.4 Due to the nature of unforeseen wind/rain/dust storms in the Valley, which cause much debris to be strewn about a site, the Contractor may be notified by the County to immediately perform additional services to clean-up such debris including the removal of fallen trees. The request for this immediate service shall be billed to the County, and will require a Letter of Authorization. Exceptions to this are if the County simply waits for the Contractor's scheduled service day to perform this task. It is then the Contractor's responsibility to clean the site as per the specifications. Exceptions to this are fallen trees that would require chain saws and a debris trailer, wherein tree removal shall be considered an additional service.

2.29 Weekly Inspections:

2.29.1 Each site shall be inspected by a Facilities Management Department or Using Agency representative (if site monitored by User Agency) a minimum of once per week. The Representative shall inspect the site to ensure contract requirements are being adhered to. An inspection report shall be filled out by FMD, indicating the site has been inspected, and has been evaluated This contract administration process will be an integral part of this contract, as an audit and feedback system and will be in addition to any other policies and procedures contained herein

2.29.2 Work determined to be “poor” or “needs improvement” shall be corrected immediately by the Contractor.

2.29.3 The County reserves the right to satisfactorily complete the work and deduct incurred costs from monies due the Contractor if the work is not corrected within the allotted time frame.

2.30 Daily Inspections (Scored):

As part of the contract administration process, the Facilities Management Department or the self-monitoring County Agency will inspect each site weekly to ensure Contractor is maintaining landscape in a manner that keeps landscape looking clean, manicured, healthy, flourishing, and wholesome, and the Contractor is in compliance with the specifications. An inspection form will be used to evaluate the contractor’s performance on a week-by-week basis. The following percentages will be used, via the inspection form, to ascertain if the Contractor has met the requirements of obtaining an acceptably manicured landscape site. At the end of each month, the weekly scores will be averaged:

91% - 100%	MEETS STANDARDS, ACCEPTABLE PERFORMANCE MET FOR EACH SITE
81% - 90%	BELOW STANDARDS PERFORMANCE: 5% DEDUCTION FOR EACH SITE IN THIS PERCENTAGE RANGE
70% - 80%	BELOW STANDARDS PERFORMANCE: 10% DEDUCTION FOR EACH SITE IN THIS PERCENTAGE RANGE
BELOW 70%	POOR STANDARDS PERFORMANCE: 15% DEDUCTION FOR EACH SITE IN THIS PERCENTAGE RANGE. <u>ACTION PLAN REQUIRED, REVIEW OF CONTRACT PERFORMANCE</u>

Should the Contractor fail to provide any service for the site, the total fixed rate per service shall be deducted.

2.31 Semi-annual Inspections (Not Scored):

2.31.1 The Contractor, accompanied by one of the following:

(a) An FMD Contract Compliance Specialist

Or

(b) If monitored by the using department, an authorized representative of the self-monitoring department shall perform a quality compliance semi-annual inspection during the normal daytime work shift. The inspection shall denote any performance discrepancies found. FMD and the self-monitoring department shall submit a summary of the findings to the Contractor and to the contract file. This schedule frequency may be adjusted as required.

(c) The walk-through is comprised of inspecting the building landscape site to ensure all contract requirements are being met, noting the condition of the landscape sites. This inspection differs from that of the weekly inspections performed by the County in that the Contractor's management staff and the County authorized representative inspect all sites visually acknowledging if the site is in compliance, and there are no performance deductions. Upon completion of the walk-through, a written report by the County authorized representative is to be generated as to what was uncovered and placed into the contract file, original mailed to the Contractor. The report must post the contract serial number, the date of the walk-through, attendees, and findings. If discrepancies were exposed, the Contractor must provide all effort necessary to make corrections within 24-hours after receipt of report.

2.32 Specified Discrepancies:

For failure by the Contractor to perform specified contract specifications, the County may deduct the following amounts from the Contractor's invoice:

No English speaking staff on-site:	$20.00/per incident
No Maricopa County I.D. and/or uniform as required:	$20.00/per incident

NOTE: Contractor shall not be subjected to <u>specified discrepancy</u> deductions that exceed their per service rate.

2.33 Irrigation Parts/Components – County's Option To Source:

The County reserves the right to source irrigation parts/components if it is determined that such procurement is in the best interest of the County. Installation of County-purchased part/component may be installed by County staff, or by the Contractor, this to be determined by the County. If installed by the Contractor, labor for such shall be billable to the County. All parts/components procured by the County shall <u>not</u> be warranted by the Contractor. However, the *installation* shall be warranted.

2.34 Required Submittals:

2.34.1 Chemical Hygiene and Safety Plan, documented proof of compliance with OSHA mandated employee training; a demonstrated written history of compliance with all aspects of OSHA's Hazard Communication Standard. The Contractor shall be required to demonstrate the expertise, knowledge, and capability to appropriately manage situations involving hazardous chemicals. COPIES OF EMPLOYEE TRAINING REGARDING PROPER CHEMICAL HANDLING SHALL BE SUBMITTED, and be updated on the anniversary contract date.

2.34.2 List of all supplies and equipment to be used pursuant to this contract and the appropriate Safety Data Sheets <u>(SDS)</u> for chemicals used. Favorable evaluation will be placed on alternatives to gasoline powered equipment and to effective landscape maintenance plans that minimize chemical herbicides and pesticides. Indicate if efforts will be made to comply.

2.34.3 Indicate where vegetation waste will go once it is removed from County property.

2.34.4 Copies of all licenses and employee certifications

2.34.4.1 A/K-21, Commercial Landscape License, State of Arizona Registrar of Contractors
2.34.4.2 Class B3, Weed Control License, State of Arizona OPM
2.34.4.3 ClassB5, Turf and Ornamental Pest Control, State of Arizona OPM
2.34.4.4 Employee Certification cards, for employees responsible for applying chemicals, State of Arizona OPM

EXHIBIT C

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. Due to excessive heat, in the months of April through October, the contractor can provide services Monday through Friday from 5:00 AM-7:00 PM only if the contractor deems necessary, and with the prior approval from FMD. Service shall be every week totaling 52 services, unless otherwise noted. However the Contractor shall not perform any work that creates a requirement to be reimbursed for overtime rates without prior written permission of the County.

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 hours per day, 7 days per week, 365 days per year.

1.6 Contractor shall provide 24 hours per day, 7 days per week, 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 (2) 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 MCDOT building located in New River, AZ

3.3 County offices located in Gila Bend, AZ

3.4 County offices located in Buckeye, AZ

3.5 County offices located in Aguila, AZ

3.6 Only one trip charge may be charged per service call.

3.7 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 (maximum one time daily trip charge not to exceed $50.00). The Contractor is not authorized to incur nor will the County accepting billing for any labor charges.

4.0 CONTRACTOR REQUIREMENTS:

4.1 Contractor 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.

EXHIBIT D

POLICY A2234U ACKNOWLEDGMENT

ACKNOWLEDGMENT

I have read and understand Maricopa County Internal Policy. Policy A2234 Section U, Injury and Illness Prevention Plan: Non-Construction Contractor Safety Management Policy and will comply with the Policy's requirements. .

Steve Adams, President
Printed Name and Title

Handyman Maintenance, Inc.
Company

Signature

10/14/15
Date

HANDYMAN MAINTENANCE, INC., PO BOX 18968, PHOENIX AZ, 85005

PRICING SHEET: NIGP CODE 98836

Terms:	NET 30
Vendor Number:	~~W000001368 X~~ **VC0000007662**
Certificates of Insurance	Required
Contract Period:	To cover the period ending **March 31, 2019.**