

SERIAL 16112 S

**PAVING RESURFACING AND RELATED WORK FOR ALLEYS AND
PARKING LOTS**

DATE OF LAST REVISION: May 05, 2016

CONTRACT END DATE: May 31, 2017

CONTRACT PERIOD THROUGH MAY 31, 2017

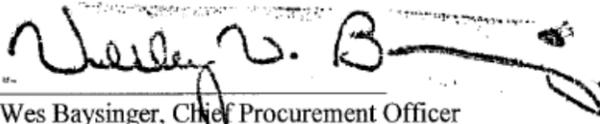
TO: All Departments

FROM: Office of Procurement Services

SUBJECT: Contract for **PAVING RESURFACING AND RELATED WORK FOR ALLEYS AND
PARKING LOTS**

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 05, 2016**.

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

LA/jl
Attach

Copy to: Office of Procurement Services
Don Jeffery, FMD

(Please remove Serial 10007-S from your contract notebooks)

ACE ASPHALT OF ARIZONA, INC., 3030 S 7TH ST., PHOENIX, AZ 85040

COMPANY NAME: Ace Asphalt of Arizona, Inc.
 DOING BUSINESS AS (DBA) NAME: _____
 MAILING ADDRESS: 3030 S 7th St., Phoenix, AZ 85040
 REMIT TO ADDRESS: same
 TELEPHONE NUMBER: 602-304-4016
 FACSIMILE NUMBER: same
 WEB SITE: www.aceasphalt.com
 REPRESENTATIVE NAME: Gloria Contreras
 REPRESENTATIVE TELEPHONE NUMBER: 602-304-4016
 REPRESENTATIVE E-MAIL: gloriac@aceasphalt.com

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
FUEL COMPRISES (if section for fuel price adjustment is located in the solicitation document)	.85% OF TOTAL BID AMOUNT		
<input checked="" type="checkbox"/> NET 30 DAYS			

Asphalt Surface Patch

Title	Inside 25 mi. Radius	Outside 25 mi. Radius
1-100 sq.ft.	1.26	1.31
101-250 sq.ft.	1.26	1.31
251-500 sq.ft.	1.26	1.31
501-750 sq.ft.	1.26	1.31
751-1000 sq.ft.	1.26	1.31
1001-1500 sq.ft.	1.26	1.31
Mobilization / De-Mobilization	370.00	385.00

Asphalt Remove and Replace

Title	Inside 25 mi. Radius	Outside 25 mi. Radius
1-100 sq.ft.	3.43	3.57
101-200 sq. ft.	3.43	3.57
201-300 sq. ft.	3.22	3.34
301-400 sq.ft.	3.22	3.34
401-600 sq. ft.	3.15	3.26
601-800 sq. ft.	3.07	3.19
801-1000 sq. ft.	3.07	3.19
1001-1500 sq. ft.	3.05	3.17
1501-2000 sq. ft.	3.05	3.17
Mobilization / De-Mobilization	425.00	445.00

ACE ASPHALT OF ARIZONA, INC., 3030 S 7TH ST., PHOENIX, AZ 85040

Crackfill - No Routing

Title	Inside 25 mi. Radius	Outside 25 mi. Radius
1-25gal	14	15
26-100gal	14	15
101-200gal	14	15
201-300gal	14	15
301-400gal	14	15
401-500gal	14	15
Mobilization / De-Mobilization	370	385

Asphalt Emulsion Seal Coat

Title	Inside 25 mi. Radius	Outside 25 mi. Radius	(2nd Coat) Inside 25 mi. Radius	(2nd Coat) Outside 25 mi. Radius
1-2500 sq. ft.	0.048	0.048	0.02	0.02
2500-5001 sq. ft.	0.048	0.048	0.02	0.02
5001-7500 sq. ft.	0.048	0.048	0.02	0.02
7501-10000 sq.ft.	0.045	0.045	0.02	0.02
10001-15000 sq. ft.	0.045	0.045	0.02	0.02
15001-20000 sq. ft.	0.042	0.042	0.02	0.02
20001-25000 sq. ft.	0.042	0.042	0.02	0.02
25001-50000 sq. ft.	0.04	0.04	0.02	0.02
50001-100000 sq. ft.	0.04	0.04	0.02	0.02
Mobilization / Demobilization	375	390	375	390

Asphalt Paving 2" - No Fabric

Title	Inside 25 mi. Radius	Outside 25 mi. Radius
1-2000 sq. ft.	1.15	1.20
2001-3000 sq.ft.	1.15	1.20
3001-4000 sq. ft.	1.15	1.20
4001-5000 sq. ft.	1.15	1.20
5001-7500 sq. ft.	1.15	1.20
7501-10000 sq. ft.	1.13	1.18
10001-15000 sq. ft.	1.13	1.18
15001-20000 sq. ft.	1.13	1.18
Mobilization / Demobilization	890.00	925.00

ACE ASPHALT OF ARIZONA, INC., 3030 S 7TH ST., PHOENIX, AZ 85040

Mag Type II Slurry Seal Polymer Modified

Title	Inside 25 mi. Radius	Outside 25 mi. Radius
1 - 500sy	1.89	2.07
501 - 1000sy	1.89	2.07
1001 - 1500sy	1.89	2.07
1501 - 2000sy	1.89	2.07
2001 - 2500sy	1.89	2.07
2501 - 5000sy	1.89	2.07
5001 - 7500sy	1.89	2.07
Mobilization / Demobilization	1050.00	1090.00

Labor

Title	Price	UofM
Labor - General work	95.00	hour
Labor - Standby time	570.00	hour

Asphalt materials, requested outside the above pricing, cost plus %

Title	Price	UofM
Asphalt materials, requested outside the above pricing, cost plus	15.00%	each

Terms: NET 30

NIPG Code: 91394

Vendor Number: W000000402 X

Telephone Number: 602-304-4016

Fax Number: 602-304-2773

Contact Person: Gloria Contreras

E-mail Address: gloriac@aceasphalt.com

Certificates of Insurance Required

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

CACTUS ASPHALT, 8211 W. SHERMAN STREET, TOLLESON AZ 85353

COMPANY NAME: Cactus Asphalt, A Division of Cactus Transport, Inc.
 DOING BUSINESS AS (DBA) NAME: _____
 MAILING ADDRESS: 8211 W. Sherman Street, Tolleson AZ 85353
 REMIT TO ADDRESS: 8211 W. Sherman Street, Tolleson AZ 85353
 TELEPHONE NUMBER: 623-907-2800
 FACSIMILE NUMBER: 623-907-2900
 WEB SITE: www.cactusasphalt.com
 REPRESENTATIVE NAME: Jeff Abram
 REPRESENTATIVE TELEPHONE NUMBER: 623-907-2800
 REPRESENTATIVE E-MAIL: jabram@cactusasphalt.com

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

FUEL COMPRISES (if section for fuel price adjustment is located in the solicitation document) n/a% OF TOTAL BID AMOUNT

NET 30 DAYS

Asphalt Surface Patch

Title	Inside 25 mi. Radius	Outside 25 mi. Radius
1-100 sq.ft.	29.35	45.00
101-250 sq.ft	11.95	19.00
251-500 sq.ft.	6.40	10.00
501-750 sq.ft	7.30	9.50
751-1000 sq.ft.	5.68	7.75
1001-1500 sq.ft.	4.06	5.15
Mobilization / De-Mobilization	900.00	1800.00

Asphalt Remove and Replace

Title	Inside 25 mi. Radius	Outside 25 mi. Radius
1-100 sq.ft.	41.00	49.10
101-200 sq. ft.	17.50	25.35
201-300 sq. ft	12.20	17.50
301-400 sq.ft.	9.56	13.50
401-600 sq. ft	7.52	10.15
601-800 sq. ft.	8.75	10.75
801-1000 sq. ft.	7.36	9.00
1001-1500 sq. ft.	5.50	6.60
1501-2000 sq. ft.	4.60	5.50
Mobilization / De-Mobilization	900.00	1800.00

CACTUS ASPHALT, 8211 W. SHERMAN STREET, TOLLESON AZ 85353

Crackfill - No Routing

Title	Inside 25 mi. Radius	Outside 25 mi. Radius
1-25gal	73.00	85.60
26-100gal	31.15	32.80
101-200gal	17.15	18.70
201-300gal	17.85	19.35
301-400gal	15.55	16.90
401-500gal	14.95	16.25
Mobilization / De-Mobilization	180.00	360.00

Asphalt Emulsion Seal Coat

Title	Inside 25 mi. Radius	Outside 25 mi. Radius	(2nd Coat) Inside 25 mi. Radius	(2nd Coat) Outside 25 mi. Radius
1-2500 sq. ft.	0.68	0.81	0.74	0.81
2500-5001 sq. ft.	0.36	0.42	0.39	0.42
5001-7500 sq. ft.	0.25	0.29	0.27	0.29
7501-10000 sq.ft.	0.20	0.25	0.21	0.23
10001-15000 sq. ft.	0.14	0.19	0.15	0.17
15001-20000 sq. ft.	0.12	0.13	0.13	0.13
20001-25000 sq. ft.	0.10	0.11	0.11	0.11
25001-50000 sq. ft.	0.07	0.09	0.09	0.09
50001-100000 sq. ft.	0.07	0.07	0.07	0.07
Mobilization / Demobilization	180.00	360	180	360

Asphalt Paving 2" - No Fabric

Title	Inside 25 mi. Radius	Outside 25 mi. Radius
1-2000 sq. ft.	2.85	3.06
2001-3000 sq.ft.	2.18	2.32
3001-4000 sq. ft.	1.85	1.94
4001-5000 sq. ft.	1.65	1.72
5001-7500 sq. ft.	1.56	1.62
7501-10000 sq. ft.	1.38	1.55
10001-15000 sq. ft.	1.59	1.80
15001-20000 sq. ft.	1.39	1.50
Mobilization / Demobilization	900.00	1800

CACTUS ASPHALT, 8211 W. SHERMAN STREET, TOLLESON AZ 85353

Mag Type II Slurry Seal Polymer Modified

Title	Inside 25 mi. Radius	Outside 25 mi. Radius
1 - 500sy	8.45	16.51
501 - 1000sy	5.57	9.61
1001 - 1500sy	4.23	6.93
1501 - 2000sy	4.36	6.39
2001 - 2500sy	3.69	5.31
2501 - 5000sy	2.88	3.69
5001 - 7500sy	2.46	3.00
Mobilization / Demobilization	1215.45	3613.50

Labor

Title	Price	UofM
Labor - General work	47.90	hour
Labor - Standby time	47.90	hour

Asphalt materials, requested outside the above pricing, cost plus %

Title	Price	UofM
Asphalt materials, requested outside the above pricing, cost plus	7.00%	each

Terms: NET 30

NIPG Code: 91394

Vendor Number: 2011001132 0

Telephone Number: 623-344-7666

Fax Number: 623-907-2900

Contact Person: Jeff Abram

E-mail Address: jabram@cactusasphalt.com

Certificates of Insurance Required

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

RK SANDERS INC., PO BOX 6686, PHOENIX, AZ 85005

COMPANY NAME: RK Sanders Inc.
 DOING BUSINESS AS (DBA) NAME: _____
 MAILING ADDRESS: PO Box 6686, Phoenix, AZ 85005
 REMIT TO ADDRESS: PO Box 6686, Phoenix, AZ 85005
 TELEPHONE NUMBER: 602-233-0808
 FACSIMILE NUMBER: 602-233-0807
 WEB SITE: _____
 REPRESENTATIVE NAME: Robert Sanders
 REPRESENTATIVE TELEPHONE NUMBER: 602-233-0808
 REPRESENTATIVE E-MAIL: bobs@rksandersinc.com

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

FUEL COMPRISES (if section for fuel price adjustment is located in the solicitation document) **.05% OF TOTAL BID AMOUNT**

NET 30 DAYS

Asphalt Surface Patch

Title	Inside 25 mi. Radius	Outside 25 mi. Radius
1-100 sq.ft.	24.00	26.50
101-250 sq.ft	10.00	12.50
251-500 sq.ft.	6.50	9.00
501-750 sq.ft	4.75	6.00
751-1000 sq.ft.	3.75	4.25
1001-1500 sq.ft.	3.25	3.50
Mobilization / De-Mobilization	300.00	500.00

Asphalt Remove and Replace

Title	Inside 25 mi. Radius	Outside 25 mi. Radius
1-100 sq.ft.	51.00	24.00
101-200 sq. ft.	23.25	24.00
201-300 sq. ft	16.50	17.50
301-400 sq.ft.	13.00	15.00
401-600 sq. ft	11.00	12.50
601-800 sq. ft.	10.50	11.50
801-1000 sq. ft.	11.50	12.00
1001-1500 sq. ft.	9.50	10.50
1501-2000 sq. ft.	8.50	9.00
Mobilization / De-Mobilization	400.00	750.00

RK SANDERS INC., PO BOX 6686, PHOENIX, AZ 85005

Crackfill - No Routing

Title	Inside 25 mi. Radius	Outside 25 mi. Radius
1-25gal	98.00	100.00
26-100gal	28.00	30.00
101-200gal	24.00	26.00
201-300gal	20.00	22.00
301-400gal	18.50	20.00
401-500gal	19.00	20.00
Mobilization / De-Mobilization	300.00	500.00

Asphalt Emulsion Seal Coat

Title	Inside 25 mi. Radius	Outside 25 mi. Radius	(2nd Coat) Inside 25 mi. Radius	(2nd Coat) Outside 25 mi. Radius
1-2500 sq. ft.	1.20	1.40	0.15	0.17
2500-5001 sq. ft.	0.45	0.50	0.20	0.22
5001-7500 sq. ft.	0.35	0.37	0.12	0.14
7501-10000 sq.ft.	0.30	0.37	0.10	0.12
10001-15000 sq. ft.	0.25	0.27	0.20	0.22
15001-20000 sq. ft.	0.25	0.27	0.20	0.22
20001-25000 sq. ft.	0.22	0.24	0.20	0.21
25001-50000 sq. ft.	0.20	0.21	0.18	0.17
50001-100000 sq. ft.	0.20	0.21	0.18	0.19
Mobilization / Demobilization	500.00	1000	300	500

Asphalt Paving 2" - No Fabric

Title	Inside 25 mi. Radius	Outside 25 mi. Radius
1-2000 sq. ft.	4.00	5.00
2001-3000 sq.ft.	2.50	2.70
3001-4000 sq. ft.	2.00	2.10
4001-5000 sq. ft.	1.80	1.85
5001-7500 sq. ft.	1.60	1.65
7501-10000 sq. ft.	1.45	1.50
10001-15000 sq. ft.	1.40	1.45
15001-20000 sq. ft.	1.35	1.40
Mobilization / Demobilization	750.00	1200

RK SANDERS INC., PO BOX 6686, PHOENIX, AZ 85005

Mag Type II Slurry Seal Polymer Modified

Title	Inside 25 mi. Radius	Outside 25 mi. Radius
1 - 500sy	23.00	26.00
501 - 1000sy	8.00	8.50
1001 - 1500sy	4.20	4.50
1501 - 2000sy	4.00	4.25
2001 - 2500sy	4.00	4.25
2501 - 5000sy	3.70	3.90
5001 - 7500sy	3.00	3.10
Mobilization / Demobilization	1250.00	1500.00

Labor

Title	Price	UofM
Labor - General work	50.00	hour
Labor - Standby time	45.00	hour

Asphalt materials, requested outside the above pricing, cost plus %

Title	Price	UofM
Asphalt materials, requested outside the above pricing, cost plus	30%	each

Terms: NET 30

NIPG Code: 91394

Vendor Number: 2011002053 0

Telephone Number: 602-233-0808

Fax Number: 602-233-0807

Contact Person: Robert Sanders

E-mail Address: bobs@rksandersinc.com

Certificates of Insurance Required

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

SUNLAND ASPHALT, INC., 3002 S PRIEST DR., TEMPE, AZ 85282

COMPANY NAME: SUNLAND ASPHALT, INC
 DOING BUSINESS AS (DBA) NAME: _____
 MAILING ADDRESS: 3002 S Priest Dr., Tempe, AZ 85282
 REMIT TO ADDRESS: 3002 S Priest Dr., Tempe, AZ 85282
 TELEPHONE NUMBER: 602-323-2800
 FACSIMILE NUMBER: 602-914-7349
 WEB SITE: http://www.sunlandasphalt.com/
 REPRESENTATIVE NAME: Chance Cherry
 REPRESENTATIVE TELEPHONE NUMBER: 602- 288- 5052
 REPRESENTATIVE E-MAIL: ccherry@sunlandasphalt.com

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

FUEL COMPRISES (if section for fuel price adjustment is located in the solicitation document) **1% OF TOTAL BID AMOUNT**

NET 15 DAYS

Asphalt Surface Patch

Title	Inside 25 mi. Radius	Outside 25 mi. Radius
1-100 sq.ft.	6.90	7.24
101-250 sq.ft	6.90	7.24
251-500 sq.ft.	3.14	3.38
501-750 sq.ft	2.99	3.22
751-1000 sq.ft.	2.92	3.14
1001-1500 sq.ft.	2.84	3.06
Mobilization / De-Mobilization	550.00	1500.00

Asphalt Remove and Replace

Title	Inside 25 mi. Radius	Outside 25 mi. Radius
1-100 sq.ft.	8.87	9.40
101-200 sq. ft.	8.87	9.40
201-300 sq. ft	8.87	9.40
301-400 sq.ft.	5.09	5.62
401-600 sq. ft	5.09	5.62
601-800 sq. ft.	4.86	5.39
801-1000 sq. ft.	3.85	4.38
1001-1500 sq. ft.	3.85	4.38
1501-2000 sq. ft.	3.85	4.38
Mobilization / De-Mobilization	670.00	1622.00

SUNLAND ASPHALT, INC., 3002 S PRIEST DR., TEMPE, AZ 85282

Crackfill - No Routing

Title	Inside 25 mi. Radius	Outside 25 mi. Radius
1-25gal	22.96	22.96
26-100gal	20.42	20.42
101-200gal	19.47	19.47
201-300gal	18.39	18.39
301-400gal	17.38	17.38
401-500gal	17.38	17.38
Mobilization / De-Mobilization	515	927

Asphalt Emulsion Seal Coat

Title	Inside 25 mi. Radius	Outside 25 mi. Radius	(2nd Coat) Inside 25 mi. Radius	(2nd Coat) Outside 25 mi. Radius
1-2500 sq. ft.	0.18	0.18	0.03	0.03
2500-5001 sq. ft.	0.18	0.18	0.03	0.03
5001-7500 sq. ft.	0.18	0.18	0.03	0.03
7501-10000 sq.ft.	0.13	0.13	0.03	0.03
10001-15000 sq. ft.	0.1	0.1	0.03	0.03
15001-20000 sq. ft.	0.07	0.07	0.03	0.03
20001-25000 sq. ft.	0.07	0.07	0.03	0.03
25001-50000 sq. ft.	0.06	0.06	0.03	0.03
50001-100000 sq. ft.	0.06	0.06	0.03	0.03
Mobilization / Demobilization	515	927	515	927

Asphalt Paving 2" - No Fabric

Title	Inside 25 mi. Radius	Outside 25 mi. Radius
1-2000 sq. ft.	1.68	1.95
2001-3000 sq.ft.	1.68	1.95
3001-4000 sq. ft.	1.68	1.95
4001-5000 sq. ft.	1.68	1.95
5001-7500 sq. ft.	1.68	1.95
7501-10000 sq. ft.	1.43	1.69
10001-15000 sq. ft.	1.43	1.69
15001-20000 sq. ft.	1.36	1.62
Mobilization / Demobilization	1545.00	5150.00

SUNLAND ASPHALT, INC., 3002 S PRIEST DR., TEMPE, AZ 85282

Labor		
Title	Price	UofM
Labor - General work	75.00	hour
Labor - Standby time	75.00	hour
Asphalt materials, requested outside the above pricing, cost plus %		
Title	Price	UofM
Asphalt materials, requested outside the above pricing, cost plus	15.00%	each

Terms: NET 15 DAYS

NIPG Code: 91394

Vendor Number: W000003897 X

Telephone Number: 480-966-9524

Fax Number: 602-288-5020

Contact Person: Chance Cherry

E-mail Address: ccherry@sunlandasphalt.com

Certificates of Insurance Required

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

PAVING/RESURFACING AND RELATED WORK FOR ALLEYS AND PARKING LOTS

1.0 INTENT:

The intent of this Invitation for Bids is to source contractors to perform asphalt repairs, patching, crack filling, resurfacing, removal and replacement, seal coating, and line striping for various parking lots and/or related work.

This contract is not to be utilized for public roadways, intersections, turn lanes, road widening or extensions.

Other County department may use this contract. The Facilities Management Department is not responsible for contract administration of this contract when services are requested by other County agencies.

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

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

2.1 CONTRACTOR PERFORMANCE REQUIREMENTS:

Contractor to supply all labor, supervision, materials, supplies, equipment, transportation, and all effort necessary to perform the specifications herein.

2.2 MATERIAL SPECIFICATIONS:

2.2.1 Asphalt Surface Patching: MAG released its 2009 version of Section 710 and 321 early 2009 and MCDOT will accept the specification in early 2010 with the DOT's Supplement. For asphalt pavement patching if the asphalt thickness is less than 1 inch (but should be at least 1/2" for milled and inlay area), MAG 710 3/8" Marshall mix for low traffic shall be used.

2.2.2 Asphalt Removal, Replacement or Paving: For pavement of 2" to 3" thick, MAG 710 1/2" Marshall Mix for low traffic shall be used. This mix and pavement structure is more suitable for parking lot for cars, pickup trucks, and very light trailers.

2.2.3 **Asphalt Removal, Replacement or Paving:** If a lot will primarily accommodate large, bus sized trailers, the pavement should be 4" thick. The pavement structure shall be 1.5" of 1/2" Marshall high volume mix on top of 2.5" of 3/4" Marshall high volume mix. Thickness of AB is 4" to 8" depending on type of sub-grade soil.

~~2.2.4 Crack Sealing: Maricopa County currently use a special provision to specify our crack sealant. Please see the following section:~~

~~2.2.4.1 Material Specifications: The crack sealant material shall be a hot applied elastically polymer and rubber modified asphalt or rubber modified asphalt. The asphalt rubber sealant shall be a blend of asphalt cement, crumb rubber and/or virgin rubber, fillers, plasticizers, and/or polymers formulated for hot arid climates. The asphalt rubber modified compound shall:~~

~~2.2.4.1.1 Be formulated to cure as it cools.~~

2.2.4.1.2 Sufficiently cure after a twenty minute set time to resist pick-up and tracking by vehicular traffic.

2.2.4.1.3 Not bleed or become tacky under traffic during summer temperatures.

2.2.5 The asphalt component shall be paving grade asphalt per MAG Section 711.

2.2.6 The supplied sealant material shall be formulated for use during hot climatic conditions and meet the following specifications:

PROPERTY	TEST	REQUIREMENT
Ductility @ 77° F, cm	ASTM D113	15 Min.
Flash Point, Degrees F	ASTM D92	450 Min.
Softening Point, Degrees F	ASTM D36	200 Min.
Cone Penetration @ 77° F, dmm	ASTM D5329	25-40
Resilience, %	ASTM D5329	30 Min.
Bitumen Content, %	ASTM D4	60 Min.
*Brookfield Viscosity @ 380° F, Poise	ASTM D2196	40-90
Asphalt Compatibility	ASTM D5329	Pass
Material Unit Weight @ 60° F, lbs/gal	ASTM D70	10 Max.
Pouring Consistency		Self-Leveling
Safe Heating Temperature, Degrees F		400
Recommended Pour Temperature, Degrees F		380

*Viscosity shall be tested at Manufacturer recommended pour temperature

Additionally, the specific gravity of the crumb rubber shall be 1.15 +/- 0.02 and free from fabric, wire, and other contaminating materials. The material shall contain a minimum of 18 percent crumb rubber by weight of total asphaltic components. The material containing crumb rubber shall be reacted at the plant to provide a homogenous mix of components. A maximum of 4 percent calcium carbonate may be added to prevent particle clumping.

2.2.7 **Surface Sealing: (Sealcoat)** Product used shall be SealMaster MTR or equivalent. Regular asphalt emulsion such as SS1h or CSS1h is generally too light, and slurry seal is not very suitable for pavement that experiences a lot turning movement.

MTR (Rubberized Sealcoat) is a clay-stabilized mineral filled asphalt emulsion modified with terminal blended, ground whole tire rubber asphalt cement meeting the requirements of Table 2.

718.2 TEST METHODS AND REQUIREMENTS

TABLE 2
SEALMASTER MTR

Property	Test Method	Requirement
Chemical Characteristics:		
Classification		Asphalt Emulsion
Flammability		Non-Flammable
Flash Point		None
Color		Black when dry
Applicable Standards & Product Test Data for MTR Emulsion:		
Residue by Evaporation %	ASTM D 2939.08	50% min. /55% typical
Weight per gallon 25 C	ASTM D 2939.07	10 lbs. / gal. min.
Wet Track Abrasion	ISSA (TB-100)	< 5% loss
Accelerated Weathering Test	ASTM G 154	Pass (1,000 hrs.)
Aggregate Content	Manufacturing control	3/lbs. / gal.
Material Uniformity	ASTM D 2939.05	Pass
Flash Point	ASTM D 2939.12	Pass
Drying Time	ASTM D 2939.13	Pass
Resistance to Heat	ASTM D 2939.14	Pass
Resistance to Water	ASTM D 2939.15	Pass
Flexibility	ASTM D 2939.16	Pass
Wet Flow	ASTM D 2939.19	Pass
Resistance to Volatilization	ASTM D 2939.23	Pass
Wet Film Continuity	ASTM D 2939.22	Pass
Resistance to Impact	ASTM D 2939.26	Pass
Applicable Standards & Product Test Data for Ground Whole Tire Rubber Modified Asphalt Cement:		
Ground Whole Tire Rubber %	Terminal Cert.	10% minimum
Penetration 77 , 100 g, 5 sec, dmm	ASTM D 5	15 - 25
Softening Point, F _r	ASTM D 36	140 - 160
Solubility % (3 set average)	ASTM D 2042	98.5 min.

2.2.8 Asphalt used must comply with Arizona Department of Transportation

2.2.9 MSD sheets shall be provided as part of the bid package.

2.2.10 Mag Type II Slurry Seal: (Polymer Modified)

2.2.11 **CRACK SEALING**

2.2.11.1 **DESCRIPTION:**

This work consists of furnishing and placing sealant material in Contractor prepared cracks and joints of asphalt concrete or Portland cement concrete pavements. All cracks and joints, including the space between asphalt concrete pavement and the curb and gutter, which have a clear opening of

one-quarter inch (1/4”) or greater, shall be sealed for the length of the crack that equals or exceeds one-eighth inch (1/8”) in width. The Contractor shall notify the Engineer when cracks are encountered that have an opening greater than one inch (>1”). The Engineer shall specify the treatment requirements for cracks having an average clear opening greater than one inch (>1”).

2.2.11.2 MATERIALS:

Sealant materials shall be a premixed, single component mixture of asphalt cement, aromatic extender oils, polymers, and granulated rubber in a closely controlled manufacturing process. Materials shall conform to the following specifications when heated in accordance with ASTM D5078 and the manufacturer’s maximum safe heating temperature.

2.2.11.3 TEST REQUIREMENT

TEST	REQUIREMENT
Cone Penetration (ASTM D5329)	20-40
Resilience (ASTM D5329)	30% Minimum
Softening Point (ASTM D113)	210°F (99°C) Minimum
Ductility, 77°F (25°C) (ASTM D113)	30 cm Minimum
Flexibility (ASTM D3111 *Modified)	Pass at 30°F (-1°C)
Flow 140°F (60°C) (ASTM D5329)	3 mm Maximum
Brookfield Viscosity 400° (204°C) (ASTM D2669)	100 Poise Maximum
Asphalt Compatibility (ASTM D5329)	Pass
Bitumen Content (ASTM D4)	60% Minimum
Tensile Adhesion (ASTM D5329)	400% Minimum
Maximum Heating Temperature	400°F (204°C)
Minimum Heating Temperature	380°F (193°C)
Flash Point (ASTM D92)	450°F Minimum

*Specimen bent 90° over a 1-inch mandrel within 10 seconds.

2.2.11.4 Certification and Quality Assurance

Prior to application, the Contractor shall submit certification of compliance to the Engineer for all materials to be used in the work.

2.2.11.5 EQUIPMENT:

The melter applicator unit shall be a self-contained double boiler device with the transmittal of heat through heat transfer oil. It must be equipped with an on board automatic heat controlling device to permit the attainment of a predetermined temperature, and then maintain that temperature as long as required. The unit shall also have a means to vigorously and continuously agitate the sealant to meet the requirements of Appendix X1.1 of ATSM D6690. The sealant shall be applied to the pavement under pressure supplied by a gear pump with a hose and wand and direct connecting applicator tip. The pump shall have sufficient pressure to apply designated sealant at a rate of at least three (3) gallons (11.4 L) per minute. Melter applicators shall be approved for use by the sealant manufacturer.

2.2.11.6 CLEANING AND PREPARING CRACKS OR JOINTS:

Immediately prior to application of sealant, all cracks and joints shall be cleaned of debris and dust. Cracks and joints shall be vacuumed during final cleaning. Revised 2014

2.2.11.7 Routing:

Routing, when specified, shall create a sealant reservoir. Cutting should remove at least $\frac{1}{8}$ " from each side and produce vertical, intact surfaces with no loosely bonded aggregate. Routing of joints and cracks shall produce a reservoir having a nominal size of $\frac{3}{4}$ " wide x $\frac{3}{4}$ " deep. Variations from the nominal size are subject to acceptance or rejection at the engineer's discretion.

2.2.11.8 Vacuuming:

Final cleaning shall thoroughly clean cracks and joints to a minimum depth of 1". The vacuum unit shall use high pressure 90 psi minimum, dry oil free compressed air to remove remaining dust. The high pressure tool shall be integral with a vacuum unit to collect the dust and residue. Both sides of the crack or joint shall be cleaned. Surfaces will be inspected to assure adequate cleanliness and dryness.

2.2.12 APPLICATION:

2.2.12.1 Weather:

In no case shall sealant be placed during damp roadway conditions such as wet roadway surfaces or damp material inside the cracks. Operations stopped by the Engineer, due to weather, shall be at no additional cost to the contracting Agency. If installing at night, ensure that dew is not forming on the pavement surface. Sealant material shall only be applied when pavement temperature exceeds 40°F (4°C). If pavement temperature is lower than 40°F (4°C), it may be warmed using a heat lance that puts no direct flame on the pavement.

2.2.12.2 Temperature:

Sealant temperatures should be maintained at the maximum heating temperature recommended by the manufacture.

2.2.12.3 Placement of Sealant

The sealant shall be applied in cracks, joints, and sealant reservoirs uniformly from bottom to top and shall be filled without formation of entrapped air or voids. Cracks and joints shall be slightly overfilled then leveled with a 3" sealing disk or v-shaped squeegee to create a neat band extending approximately 1" on each side of the crack or joint for surface waterproofing. The band shall be as thin as possible and shall not extend more than $\frac{1}{8}$ inch above the pavement surface. If the pavement is to be overlaid with Hot Mix Asphalt within six months of sealant application, cracks shall be routed, and sealant placement shall be recessed $\frac{1}{4}$ " in the crack or joint reservoir with no over band. If routing is not used, the sealant over band thickness and width should be kept as narrow and thin as possible. During and after placement of the sealant, the Contractor shall

protect against harm to persons or animals that may be exposed to the hot material.

2.2.12.4 Unacceptable Work

The Contractor, at no additional cost to the contracting Agency, shall correct unacceptable work. Unacceptable work shall include, but not be limited to, unsealed cracks, material wastage on the sides of the roadway, and excess quantities of material on the roadway that adversely affects driving. Correction of unacceptable work shall be accomplished within five working days after notification from the Engineer of the unacceptable work. The Contractor shall not progress to a new area until the unacceptable work is corrected to the satisfaction of the Engineer.

2.2.12.5 Reporting Requirements:

The Contractor shall meet with the Engineer or the Engineer's designated representative on a daily basis and supply a signed daily report indicating the amount of crack sealant material applied for the day in total pounds and total square yards of pavement sealed. In addition, the Contractor shall supply the Engineer with the dates of completion of each road segment.

2.2.13 OPENING TO TRAFFIC:

Sealant material shall not be exposed to traffic until fully cured. If the sealed area must be open to traffic, blotter material shall be applied to the surface of all uncured sealant material. All sealed cracks that have an average clear opening of 1½ inches or greater shall have blotter material applied prior to opening to traffic.

2.2.13.1 Blotter:

On two lane roads or where traffic may come in contact with the hot sealant before it cures, a blotter or specialized bond breaking material shall be used to prevent asphalt bleeding and/or pickup of sealant by vehicular traffic. Blotter material shall be compatible with the crack sealant and any surface treatment being used.

2.2.13.2 MEASUREMENT:

Accepted pavement crack sealing shall be measured as indicated in the fee proposal by one of the following methods: square yards of pavement surface area sealed, pounds of sealant placed, or linear feet of cracks sealed.

2.2.13.3 PAYMENT:

Payment for pavement crack sealing at the contract unit price shall be full compensation for all labor, materials, equipment, tools, and incidentals used for surface preparation, placement of crack sealant and blotter materials, and cleanup.

2.3 SURFACE PREPARATION:

2.3.1 Prior to MTR or any other Surface Sealant:

Immediately before applying the bituminous material, the area to be surfaced shall be cleaned of dirt and other objectionable material. The surface shall be cleaned with a self-propelled pickup sweeper. When necessary, cleaning of the existing pavement surface shall be supplemented by hand brooms or other methods, to assure a good bond between the surface treatment and the pavement surface. Pick up brooms alone may not be

adequate to thoroughly clean the surface. If water is used, the pavement shall be dry before applying the asphalt binder. The Contractor shall conduct all sweeping operations in the same direction as traffic flow.

The Contractor shall take all steps, procedures, and means to prevent dust pollution due to his construction practices in connection with this work. Dust prevention measures shall be maintained at all times during construction of the project, in accordance with Maricopa County Air Pollution Control Regulations.

2.3.2 Prior to Crack Sealing:

In no case shall sealant be placed during damp roadway conditions that exist such as wet roadway surfaces or damp material inside the cracks. Operations stopped by the County Project Manager, due to weather, shall be at no additional cost to the County.

Immediately prior to applying the sealant, cracks shall be thoroughly cleaned of loose particles, grass, grass roots, weeds, dust, and other deleterious substances by means of high velocity compressed air or by other methods. Compressed air or other methods sufficient to clean the cracks properly. Additional handwork may be required.

The compressor used shall be capable of a sustained pressure of 90 psi. The crack cleaning equipment shall be capable of cleaning cracks to a minimum depth of 1/2 inch. The equipment shall also be capable of dust containment by filtering particulate matter 10 micrometers or less in diameter in accordance with Maricopa County Air Pollution Control Regulations.

During the cleaning of cracks, the Contractor shall protect against damage to items such as, but not limited to, cars, people, driveways, walkways, or landscape materials in the work area. During and after placement of the sealant, the Contractor shall protect against harm to persons or animals that may be exposed to the hot material.

2.4 AVAILABILITY OF SITE PLANS:

When deemed necessary, and if possible, the Facilities Management Department or the County requesting agency will furnish the Contractor plans of the site.

3.0 PURCHASING REQUIREMENTS:

3.1 PROJECT WORK:

3.1.1 The threshold from time and materials to project work shall be \$10,000.00. Exceptions to this shall be emergencies that arise and must be dealt with immediately without the time for project quotes. This figure is not firm fixed. The County reserves the right to adjust this figure to a higher-level if deemed in the best interest of the department.

3.1.2 The Contractors shall meet with the County requesting agency staff at the site to ascertain what work is to be performed. Each of the contractors assigned to this contract shall be provided a request for project quote with a detailed Scope of Work. As such, each contractor MUST submit a response. Contractors are not to submit their own project quote sheets. Only County letterhead quote sheets are acceptable. All terms and conditions are those established under this agreement. All additional labor charges outside the Scope of Work are those established in Attachment A, PRICING. ALL contractors are to have an opportunity to bid on project work and the County user agencies MUST ensure all contractors of record receive a project quote.

3.1.3 The Contractor should visit the site and familiarize themselves with any conditions that may affect performance and project quotes. Submission of a project quote will be prima facie evidence that the Contractor is aware of all conditions affecting performance and bid prices.

3.1.4 The submitted project price quote shall be all-inclusive. That is, any cost overruns to be absorbed by the Contractor, or cost savings to be additional profit. Exceptions to this are changes requested by the County that were not part of the original scope. All change orders to a project must be in writing, referencing the contract serial number, and approved by FMD (or County user agency if request was made by them) prior to any authorization to proceed. A Contractor who fails to acquire change orders in writing runs the risk of incurring these additional costs without payment.

3.1.5 Project pricing shall include everything the contractor anticipates is necessary to complete the job (i.e., rental equipment, materials, labor, supervision, subcontractor costs, mobilization costs, demobilization costs, permits and all types of traffic control). These costs to be part of the overall project price and as such not itemized.

3.2 NON-PROJECT WORK – WORK BASED ON SIZE OF THE JOB BY SQUARE FOOTAGE; SQUARE YARDS; OR GALLONS – AS LISTED IN THE PRICING SCHEDULE:

This contract may also be used by the County to order non-project paving work for a specific project when the estimated value of the work is less than \$10,000. The determination of the contractor for non-project paving work estimated to be less than \$10,000 per project will be at the discretion of the County.

3.3 TIME AND MATERIALS WORK:

~~If it is required that the Contractor be called out for repair work, and anticipated that the repair will be straight T&M, the labor rate bid, will be per pricing submitted in BidSynyc.~~

If the Contractor is directed to perform time and materials repair work estimated to be less than \$10,000, the contractor shall perform the work at the labor rate pricing submitted in BidSynyc.

3.4 MILLING:

The Contractor shall have a minimum of three (3) years experience in milling of asphalt concrete. Proof of such must accompany bid package. Not all work in the County parking lots may require milling. The Contractor and the County department shall determine milling of asphalt concrete. Milling may be subcontracted providing the prime contractor notifies the County as to whom the sub-contractor will be (See §3.16).

3.5 COMMENCING OF WORK:

For project and non-project work, the Contractor shall commence work as dictated by the authorized County representative. The Contractor shall be sent a Notice to Proceed letter issued by the County agency. Notice to proceed shall be in writing.

3.6 DELAY TIME:

Any delay time caused by the County that is not actual operating time or mobilization time shall be paid as hourly standby time, either as *per man* (hourly bid rate) or *per crew* (crew bid rate).

Down time or other delay time caused by equipment break down, or caused by the Contractor, or caused by inclement weather, will not be considered for delay time payment.

3.7 SAFETY:

3.7.1 The Contractor shall be responsible for providing and for the placement of barricades, tarps, plastic, flag tape, and other safety/traffic equipment required to protect its employees, the public, surrounding areas, equipment, and vehicles. The flow of vehicular traffic shall not be impeded at any time during this project unless approved by Maricopa County. The safety of the Contractor's employees and the public is of prime concern to the County, and the Contractor must take all necessary steps to assure proper

safety during the performance of this agreement. If requested by Maricopa County, the contractor must provide a work and safety plan especially if special safety measures apply.

- 3.7.2 Contractor is required to adhere to all OSHA regulations, rules, policies, and procedures that are in place during the term of this contract. The firm shall keep fully informed of existing and future Federal, State and Local laws, ordinances, and safety regulations, which in any manner affect the fulfillment of this Contract, and shall comply with the same.

3.8 **SITE PREPARATION:**

- 3.8.1 If deemed part of the scope of work, Contractor is to excavate and fill as necessary to prepare the area. Excess soil generated shall be removed and disposed of by the Contractor unless directed by a County representative. Backfill material shall meet MAG 206 and/or site specific requirements directed by a County representative. If additional soil is required, it shall be sourced by the Contractor and billed to the County. If quoted as a project, there shall be no additional costs unless the work or materials is in addition the initial scope of work.

- 3.8.2 Contractor shall take care to avoid damage to adjacent finished materials that are to remain. If finished materials are damaged, Contractor shall repair and finish to match existing materials as approved by the County at Contractor's expense.

3.9 **PERMITS/FEES:**

The Contractor shall procure all permits, fees, or any such approvals of plans or specifications as may be required by federal, state, and local laws, ordinances, rules, and regulations, for the proper execution and completion of the work under the specifications of this contract. The cost of such shall be a pass-through to the County without mark-up.

3.10 **SITE CLEANUP:**

The Contractor shall at all times, keep the work area free from accumulation of waste materials or rubbish generated by the performance of the specifications herein. The Contractor at his expense shall dispose of all surplus material, rubbish, and debris. No surplus materials, rubbish, and/or debris shall be disposed of into County trash containers unless directed by the County representative.

If the Contractor fails to clean up the work site, the County will complete the task and deduct such cost from monies due the Contractor.

3.11 **DAMAGE TO COUNTY PROPERTY:**

The Contractor shall perform all work so that no damage to buildings or grounds results. Contract shall repair any damage caused to the satisfaction of the County and at no cost to the County.

3.12 **QUALITY OF WORK:**

- 3.12.1 Where not more specifically described in any various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the asphalt paving and repair trade, and shall include all items of fabrications, construction, or installation regularly furnished or required for completions. All work shall be executed by personnel skilled in their respective kinds of work.

- 3.12.2 The County's authorized representative from the County department shall decide all questions that may arise as to the quality and acceptability of any work performed under this contract. If, in the opinion of the County's representative, the performance becomes unsatisfactory, the County shall notify the Contractor of such and the Contractor shall make acceptable such performance at no additional cost to the County.

3.12.3 The Contractor shall have three (3) calendar days from that time, not including weekends or County holidays, to correct any specific instances of unsatisfactory performance. In the event the unsatisfactory performance is not corrected within the time specified above, the County shall have the immediate right to complete the work to its satisfaction and shall deduct the cost to cover from any balances due or become due the Contractor. Repeated incidences of unsatisfactory performance may result in cancellation of the agreement for default.

3.13 LICENSING:

Contractor shall have a current State of Arizona Registrar of Contractors license for asphalt paving A-14 or A-General. Copy must accompany bid package.

3.14 ENGLISH SPEAKING REQUIREMENT:

There shall be at least one (1) person or more, on each shift on site, who can speak, read and write English. Most tasks may require only the job supervisor, crew leader, or crew member to speak, read, and write English. This requirement is necessary due to the following reasons, which include but are not limited to:

- (a) Warnings of emergencies and hazards.
- (b) Communication with Maricopa County Personnel and Tenants.

3.15 RENTAL EQUIPMENT

Rented equipment charges (must attach invoice from rental firm). The contractor shall not add additional sales tax other than what the rental firm has posted. If rented equipment requires a supply of fuel, the cost of fuel is allowed but only at the prevailing rates. A 5% maximum mark-up is allowed for rental equipment.

3.16 HOURS OF SERVICE:

3.16.1 REGULAR HOURS are between 6:00 AM and 6:00 PM, Monday through Friday, excluding County holidays.

3.16.2 AFTER HOURS is after 6:00 PM and prior to 6:00 AM, Monday through Friday.

3.16.3 WEEKENDS are anytime Saturday or, Sunday.

3.16.4 HOLIDAYS are County Holidays (See County holiday schedule attachment).

3.16.5 Services shall be available 24 hours per day, 7 days per week, 365 days per year.

3.16.6 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.

3.17 RESPONSE TIMES:

3.17.1 During REGULAR HOURS, AFTER HOURS, WEEKEND or HOLIDAYs, Contractor shall respond on-site within four (4) hours of receipt of a service request.

3.17.2 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.

3.18 TRIP CHARGE:

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

- 3.18.1 MCSO Lake Aid Stations (Apache, Bartlett, Blue Point, Canyon and Saguaro)
- 3.18.2 County offices located in Gila Bend, AZ
- 3.18.3 County offices located in Buckeye, AZ
- 3.18.4 County offices located in Aguila, AZ
- 3.18.5 Only one trip charge may be charged per service call.
- 3.18.6 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 (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.

3.19 CONTRACTOR REQUIREMENTS:

- 3.19.1 Contractor(s) shall supply all labor, supervision, materials, tools, equipment, and effort necessary to perform the Scope of Work presented.
- 3.19.2 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.
- 3.19.3 The Contractor agrees to utilize only experienced, responsible and capable people in the performance of the work.
- 3.19.4 All employees of the Contractor shall wear a company uniform identified with the company name consisting of a minimum of one of the following:
 - 3.19.4.1 Shirt/blouse
 - 3.19.4.2 Vest
 - 3.19.4.3 Cap
- 3.19.5 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.
- 3.19.6 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.
- 3.19.7 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.

3.20 BUILDING SECURITY (KEYS):

- 3.20.1 The Contractor may be provided keys to required County Facilities at the discretion of FMD. Keys may be acquired by:
- 3.20.2 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.

- 3.20.3 In lieu of or in addition to keys, the Contractor may be provided card access badges at the discretion of FMD.
- 3.20.4 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.
- 3.20.5 Once the Purchase Order is complete, expired, or terminated the Contractor shall immediately return all badges and keys to FMD.

3.21 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.

3.22 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.

3.23 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. The cost of this service shall be incurred by the County. No Contractor employee may access County property without approval of FMD.

3.24 INVOICES AND PAYMENTS:

3.24.1 Invoices are required to contain the following information and should be e-mailed to FMD-ACCOUNTSPAYABLE@MAIL.MARICOPA.GOV If invoices cannot be e-mailed, U.S. Mail is acceptable to Maricopa County Facilities Management, Accounts Payable, 401W. Jefferson, Phoenix, Arizona 85003.

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 purchase order number
- County contract number
- Maximo (FMD) service call number
- Invoice number and date
- Date of service or delivery
- Description of Purchase (services performed)
- Labor breakdown: rate per hour x no. of hours by personnel type (time & materials)
- Material breakdown: itemized parts list to contain unit price x quantity, indicating mark-ups as contracted (time & materials)
- Arrival and completion time

- Total Amount Due with tax amounts separated. Must also clearly indicate the tax rate being applied
- Payment Terms

For Time & Material work, Contractor(s) must provide, 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. Contractor(s) are allowed a one-time Misc. Shop fee charge of up to \$25.00 per work order to cover these type of expenses. Anything beyond the \$25 limit, will be provided at the contractor's own expense.

- 3.24.2 Discounts offered in the contract shall be calculated based on the date a properly completed invoice is received by the County (ROI).
- 3.24.3 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.
- 3.24.4 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>).
- 3.24.5 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.

3.25 **APPLICABLE TAXES:**

- 3.25.1 **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.
- 3.25.2 **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.
- 3.25.3 **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.

3.26 **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.

3.27 **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.

3.28 POST AWARD MEETING:

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

3.29 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 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.

3.30 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 one (1) year.

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:

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.

4.6 INSURANCE.

4.6.1 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.

4.6.2 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.

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

4.6.4 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.

4.6.5 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.

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 **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.

4.6.9 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 \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services or use or maintenance of the Premises under this Contract.

4.6.10 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.

4.6.11 Certificates of Insurance.

4.6.11.1 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.

4.6.11.2 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.

4.6.11.3 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.

4.6.12 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, emailed, hand delivered or sent by facsimile transmission to (320 West Lincoln Street, Phoenix, AZ 85003, Phone Number 602/506-3967 /Fax Number 602/258-1573).

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://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.

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 ethical 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.