CITY CLERK
ORIGINAL

C-10875
05/24/2016

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
JOHNSON CONTROLS, INC.

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this 24 day of May, 2016, between the City of Glendale, an Arizona municipal corporation (the "City"), and Johnson Controls, Inc., a Wisconsin corporation authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

RECITALS

A. On October 21, 2015, under the Strategic Alliance for Volume Expenditures (S.A.V.E.), the Maricopa County of Procurement Services entered into a contract with Contractor to purchase the goods and services described in the HVAC Service and Repairs, Contract No. 15049 S ("Cooperative Purchasing Agreement"), which is attached hereto as Exhibit A. The Cooperative Purchasing Agreement permits its cooperative use by other governmental agencies including the City.

B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.

C. Section 2-149 also provides that the Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.

D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference, and the covenants and promises contained in this Linking Agreement, the parties agree as follows:

1. Term of Agreement. The City is purchasing the supplies and/or services from Contractor pursuant to the Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement, purchases can be made by governmental entities from the date of award, which was October 21, 2015, until the date the contract expires on October 31, 2017, unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not be extended beyond October 31, 2021. The initial period of this

Agreement, therefore, is the period from the Effective Date of this Agreement until October 31, 2017. The City Manager or designee may renew the term of this Agreement for 4 one-year periods until the Cooperative Purchasing Agreement expires on October 31, 2021. Renewals are not automatic and shall only occur if the City gives the Contractor notice of its intent to renew. The City may give the Contractor notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such renewal.

2. Scope of Work; Terms, Conditions, and Specifications.

   A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as Exhibit B.

   B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporated into and are an enforceable part of this Agreement.

3. Compensation.

   A. City shall pay Contractor compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement. The Labor Rates and Additional Pricing Sheet are attached hereto as part of Exhibit B.

   B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed one hundred fifty thousand dollars ($150,000) for the entire term of the Agreement (initial term plus any renewals).

4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

5. Non-discrimination. Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

6. Insurance Certificate. A certificate of insurance applying to this Agreement must be provided to the City prior to the Effective Date. A new certificate of insurance must be provided to demonstrate compliance with the insurance overage required by the Cooperative Purchase Agreement and this Linking Agreement for each renewal period.

7. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

8. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale
c/o Ron Gouger
6210 W. Myrtle Avenue, Suite 111
Glendale, Arizona 85301
623-930-2647

and

Johnson Controls, Inc.
c/o Gary H. Whetstone
2032 West 4th Street
Tempe, AZ 85281
480-517-3543

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth above.

"City"

City of Glendale, an Arizona municipal corporation

By: _____
Kevin R. Phelps
City Manager

"Contractor"

Johnson Controls, Inc.,
a Wisconsin corporation

By: _____
Name: Richard C. Slack
Title: Branch General Manager

ATTEST:

_____
Pamela Hanna (SEAL)
City Clerk

APPROVED AS TO FORM:

_____
Michael D. Bailey
City Attorney

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
JOHNSON CONTROLS, INC.

EXHIBIT A
MARICOPA COUNTY CONTRACT NO. 15049 S - HVAC SERVICE AND REPAIR

SERIAL 15049 S HVAC SERVICE AND REPAIR

DATE OF LAST REVISION: January 22, 2016 CONTRACT END DATE: October 31, 2017

CONTRACT PERIOD THROUGH OCTOBER 31, 2017

TO: All Departments

FROM: Office of Procurement Services

SUBJECT: Contract for **HVAC SERVICE AND REPAIR**

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 **October 21, 2015 (Eff. November 1, 2015).**

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/**mm**
Attach

Copy to: Office of Procurement Services
Don Jeffery, Facilities Management
Cynthia Robinson, Department of Transportation

(Please remove Serial 08136-S from your contract notebooks)

JOHNSON CONTROLS, INC., 2032 W. 4TH STREET, TEMPE AZ 85281

COMPANY NAME:	**Johnson Controls, Inc.**
DOING BUSINESS AS (DBA) NAME:	**Same**
MAILING ADDRESS:	**2032 West 4th Street, Tempe, AZ 85281**
REMIT TO ADDRESS:	**Johnson Controls, Inc.,** **P O Box 730068, Dallas, TX 75373**
TELEPHONE NUMBER:	**480-517-3543**
FACSIMILE NUMBER:	**480-967-5213**
WEB SITE:	**www.jci.com**
REPRESENTATIVE NAME:	**Gary H. Whetstone**
REPRESENTATIVE TELEPHONE NUMBER:	**602-550-1279**
REPRESENTATIVE E-MAIL:	**Gary.H.Whetstone@jci.com**

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	☑	☐	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	☑	☐	

☑ NET 30 DAYS

6TH CALL

Labor Rates: Commercial / Industrial					
Item	**Qty**	**Unit**	**Price**	**Total**	**Notes**
Regular Business Hours	1	hour	$105.00	$105.00	Industrial HVAC work
After Business Hours	1	hour	$157.50	$157.50	Industrial HVAC Work
Weekends	1	hour	$210.00	$210.00	Industrial HVAC Work
Holidays	1	hour	$210.00	$210.00	Industrial HVAC Work

7TH CALL

Labor Rates: Residential					
Regular Business Hours	1	hour	$90.00	$90.00	Light Commercial HVAC work
After Business Hours	1	hour	$135.00	$135.00	Light Commercial HVAC work
Weekends	1	hour	$180.00	$180.00	Light Commercial HVAC work
Holidays	1	hour	$180.00	$180.00	Light Commercial HVAC work

Additional Pricing:					
Parts Materials and Components - Cost Plus Percentage	1	each	25%	25%	
Any Services Outside the Scope of Work	1	hour	$90.00	$90.00	Pricing shown is for Light Commercial HVAC work on Regular working hours. Industrial HVAC work on regular working hours is $105.00/ hour

JOHNSON CONTROLS, INC., 2032 W. 4TH STREET, TEMPE AZ 85281

Training	1	hour	$90.00	$90.00	Pricing shown is for light Commercial HVAC training. For Industrial HVAC training this rate would be $90.00/ hour on regular working hours

PRICING SHEET: NIGP CODE	03113 91017 91036 94155 99247
Terms:	NET 30 DAYS
Vendor Number:	2011001105 0
Certificates of Insurance	Required
Contract Period:	To cover the period ending **October 31, 2017.**

HVAC SERVICE AND REPAIR

1.0 INTENT:

1.1 The intent of this Solicitation is to provide a source for Repair, Maintenance, Installation, and Retrofit for Heating, Ventilation, and Air Conditioning (HVAC) and Evaporative Cooling Equipment, for the Facilities Management Department (FMD) throughout Maricopa County. Major retrofits and projects will be requested through the use of quotes from all Contractors awarded to this contract, at the time of the project.

1.2 Each bidder shall be ranked as First Call, Second Call, and Third Call, so on and so forth. The Contractor of record having the lowest labor rate bid for normal business hours shall be called first by the requesting department for time and materials service work. If the contractor is unable to respond in the time parameters, the requesting agency shall proceed to the next lowest bidder.

1.3 Other governmental entities under agreement with the County may have access to services provided hereunder (see also Sections 3.9 and 3.10, below).

1.4 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 The work shall consist of repairs, maintenance, retrofitting (replacement of like-for-like with the exception of technology or inadequate performance of the unit), for the following HVAC groups, but not limited to:

2.2 Group 1: Residential, 1.5 ton through 20 ton units:

- 2.2.1 Package air conditioning units
- 2.2.2 Air conditioning compressors:
  - 2.2.2.1 Hermetic
  - 2.2.2.2 SEMI Hermetic
  - 2.2.2.3 Open Drive Reciprocating
- 2.2.3 HVAC/split systems/remote condensing units
- 2.2.4 Evaporative Cooler

2.3 Group 2: Commercial/Industrial, 1.5 ton through 250 ton:

- 2.3.1 Package Air Conditioning Units
- 2.3.2 Air Washers
- 2.3.3 Fan Coils & Air Handlers
- 2.3.4 Gas Fired Heating Systems
- 2.3.5 Chilled Water Systems
- 2.3.6 Condenser/chilled water pumps:
  - 2.3.6.1 Centrifugal

2.3.6.2 Submersible

2.3.6.3 Vertical

2.3.6.4 Turbine

2.3.7 Cooling towers:

2.3.7.1 Drift Eliminators

2.3.7.2 Spray Nozzles

2.3.7.3 Float Mechanisms

2.3.7.4 Drive Motors, Shafts, and Bearings

2.3.7.5 Fan and Fan Assemblies

2.3.8 Variable Air Volume (VAV) units

2.3.9 Associated support components:

2.3.9.1 Distribution Piping/Plumbing Including Component Parts

2.3.10 Electrical Components and Devices:

2.3.10.1 Contactors

2.3.10.2 Stand Alone Thermostats

2.3.10.3 Magnetic Starters

2.3.10.4 Transmitters

2.3.11 Duct:

2.3.11.1 Fabrication, Design And Installation

2.3.11.2 Repair

2.3.11.3 Distribution diffusers

2.3.12 Pneumatic Controls:

2.3.12.1 Repair, Replace, Calibrations

2.3.12.2 Repairs to the Pneumatic System

2.3.13 Air/Dirt Separator Units

2.3.14 Solar Thermal Systems

2.3.14.1 Solar Panel Array

2.3.14.2 Pumps

2.3.14.3 Piping/plumbing including component parts

2.3.14.4 Valves and Valve assemblies

2.3.14.5 Glycol makeup

2.3.14.6 Sensors and relays

2.4 Contractor(s) shall supply all labor, supervision, materials, tools, equipment, and all effort necessary required to repair, retrofit, or replacement of HVAC systems and products used in the residential, commercial, and industrial environments.

2.5 Machinery/equipment that will be rented as additional cost and used indirectly to the HVAC industry for the performance of normal services, such as, but not limited to:

2.5.1 Backhoes

2.5.2 Jackhammers

2.5.3 Concrete cutters

2.5.4 Excavators

2.5.5 Chain hoists

2.5.6 Cranes

2.5.7 These items (and other approved equipment), if rented from a rental contractor, will be allowed the rental charge plus an administrative mark-up cost not to exceed five percent (5%).

2.6 HOURS OF SERVICE:

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

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

2.6.3 WEEKENDS are anytime Saturday or, Sunday.

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

2.6.5 Services shall be available 24/7, 365 days per year.

2.6.6 Contractor shall provide 24/7; 365 days per year telephone access, and respond to a call for services within thirty (30) minutes of receipt.

2.7 RESPONSE TIMES:

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

2.7.2 If the request is designated by the County as an EMERGENCY, the contractor shall respond on-site within two hours of receipt of a service request regardless of the time of day, WEEKEND or HOLIDAY.

2.8 TRIP CHARGE:

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

2.8.1.1 MCSO Lake Aid Stations (Apache, Bartlett, Blue Point, Canyon and Saguaro)

2.8.1.2 County offices located in Gila Bend, AZ

2.8.1.3 County offices located in Buckeye, AZ

2.8.1.4 County offices located in Aguila, AZ

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

2.8.1.6 If the contractor arrives onsite and is unable to locate a County representative familiar with the work or unable to gain access to the work site, the Contractor may only bill for a trip charge. The Contractor is not authorized to incur nor will the County accepting billing for any labor charges.

2.9 CONTRACTOR REQUIREMENTS:

2.9.1 Contractor(s) shall supply all labor, supervision, materials, tools, equipment, and effort necessary to perform the Scope of Work presented.

2.9.2 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.

2.9.3 The Contractor agrees to utilize only experienced, responsible and capable people in the performance of the work.

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

2.9.4.1 Shirt/blouse

2.9.4.2 Vest

2.9.4.3 Cap

2.9.5 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.

2.9.6 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.

2.9.7 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.

2.10 BUILDING SECURITY (KEYS):

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

2.10.2 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.

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

2.10.4 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.

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

2.11 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.

2.12 **INVOICES AND PAYMENTS:**

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.

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

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
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
Material breakdown: itemized parts list to contain unit price x quantity, indicating mark-ups as contracted)
Arrival and completion time
Total Amount Due with tax amounts separated. Must also clearly indicate the tax rate being applied
Payment Terms

2.13 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. Bidders/proposers need to be 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.

2.14 PROJECT WORK AND TIME AND MATERIALS:

2.14.1 Project work shall mean work performed on major retrofits/repairs, which, in the best interest of the County, would be more advantageous to be performed as "all inclusive" as opposed to time and materials. 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, with award to the lowest quote of the project. Contractors are not to submit their own project quote sheets. Only County letterhead quote sheets are acceptable. All terms and conditions are those established under this agreement. All additional labor charges outside the Scope of Work are those established on the pricing page of the Contractor.

2.14.2 The threshold from time and materials to project work shall be (~~$5,000~~ **$10,000**). Exceptions to this shall be emergencies that arise and must be dealt with immediately without the time for project quotes. This figure is not firm fixed. The County reserves the right to adjust this figure to a higher-level if deemed in the best interest of the department.

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

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

2.14.4.1 The contract serial number;

2.14.4.2 Name and address of site;

2.14.4.3 FMD site ID number;

2.14.4.4 Detailed scope of work,

2.14.4.5 Other information relative to the SOW,

2.14.4.6 Line item, project cost,

2.14.4.7 Check box for "will quote" or "will not quote" the project,

2.14.4.8 Deadlines for quote delivery,

2.14.4.9 Signature line for both the County and the Contractor

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

2.14.6 The submitted project price quote shall be all-inclusive. Any cost overruns shall be absorbed by the Contractor; or cost savings shall be additional profit. Exceptions shall be changes requested by the County that incur higher project cost and longer delays. All change orders to a project must be in writing, referencing the contract serial number, and approved by FMD (or County user agency if requested by them) prior to any authorization to proceed. Contractor failing to acquire change orders in writing run the risk of incurring these additional costs without payment. ALL contractors shall have an opportunity to quote on project work, and the County user agencies MUST ensure all contractors of record for HVAC services receive such documentation.

2.14.7 Contractors shall be compensated for additional work requested that is not detailed in the scope at labor rates bid on the pricing page of the Contractor.

2.14.8 This contract may also be used for time and materials work (under $5,000) and priced per hour as bid in the pricing section. Each bidder shall be ranked as first call, second call, third call, and so forth. The contractor of record having the lowest labor bid shall be called first by the requesting department for time and materials service. If the contractor is unable to respond in the time parameters, the requesting agency shall proceed to the next lowest bidder. If the vendor cannot perform work, the County will not be charges for an evaluation. The County will maintain a rank call log. Consistent decline of service requests by a contractor or consistent non-compliance with response time specifications shall cause the County to review the file and make a determination for default of contract.

2.14.9 TIME AND MATERIALS, LABOR HOUR QUOTES:

2.14.9.1 The Contractor, when submitting a quote to perform a T&M HVAC task, shall use his/her quote as an "estimate". The County will monitor the Contractor's time, ensuring hours spent on each job is verifiable. Only actual hours on the job shall be billed. Exceptions are "project quotes", wherein one price is all-inclusive to perform an entire job.

2.15 DETENTION FACILITIES:

2.15.1 Contractors should be aware to use caution when servicing a detention facility. It shall be a requirement that the Contractor's service vehicle be secured and locked. Tools taken into a detention facility must be monitored and accounted for at all times.

2.15.2 Areas in detention facilities may require the Contractor to make repairs in stages rather than in whole due to the nature of the facility. This should be a consideration when preparing a quote.

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

2.17 WARRANTY:

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

2.18 Contractor must meet all Federal EPA and OSHA guidelines in the proper handling and disposal of refrigerant.

2.19 Repair work for HVAC service shall be performed with the use of one (1) HVAC technician. If needed, Contractor may dispatch a laborer to aid the technician. Any additional technicians or laborers needed for a specific job must be pre-approved by the County user agency.

2.20 TECHNICAL TRAINING TO COUNTY STAFF:

The Contractor(s) may be required to provide technical expertise training in HVAC services. These training sessions will be on-request by applicable County agencies. The training requested may be for old or new technology. The training will be held at a County facility, or if deemed necessary, the Contractors facility. Training aids (i.e., service manuals, mock-up equipment; etc.) shall be provided by the Contractor. The County under a separate purchase order may purchase Service manuals. The Contractor shall be given advance notice to prepare, research, and schedule staff in order to provide an adequate presentation. The cost of this service will be line item priced in the pricing section of the contract. Exceptions: equipment units purchased under project work will be specified in the job scope to include training. Technical training shall be performed during regular business hours.

2.21 Contractor to pay for all connections, installation, use, development, etc. fees and/or charges, and obtain and pay required permits and licenses. These costs to be billed back to the County without mark-up.

2.22 CONTRACTOR QUALIFICATIONS:

2.22.1 Contractor's firm must be in business HVAC service a minimum five (5) years, and completely familiar with the specified requirements and methods needed for proper performance of this contract. Contractor must have a minimum of three (3) fully stocked service vehicles. Proof of these requirements must accompany bid package.

2.22.2 Contractor's technical staff must have CFC certification. Technicians must be thoroughly trained with a minimum of five (5) years' experience in the field of air conditioning and heating, and have Factory Certified Training. Proof of these requirements must accompany bid package.

2.22.3 Contractors shall be licensed by the State of Arizona, Registrar of Contractors, by having an ~~L-39~~ **C-39** license for Air Conditioning ~~and~~ **Refrigeration and Solar**. Copies of license must accompany bid package.

2.22.4 The Contractors service truck fleet shall carry sufficient supply of repair parts and equipment to perform routine HVAC service and repairs, and hot water boiler service and repair. The Contractor shall have a local shop and/or warehouse that stocks parts to keep their trucks supplied daily. As part of the County's due diligence, these requirements shall be verified by FMD via a formal inspection after bid submittals and prior to bid award.

2.22.5 Contractor MUST meet all Federal E.P.A. and O.S.H.A. guidelines in the proper handling and disposal of refrigerants, refrigerant oils, and refrigerant filters/dryers.

2.23 CONTRACTOR REQUIREMENTS:

2.23.1 All service work performed by Contractor shall be to a professional standard, meeting all required city building codes, and susceptible to Facilities Management staff inspection. Documentation, through an audit and feedback system of contract administration shall be used in this contract, by the Facilities Management Department.

2.23.2 The Contractor shall perform the work in a way to minimize disruption to the normal operation of building tenants. Upon completion of work the Contractor is responsible for cleaning and removing form the job site all debris, materials and equipment associated with the work performed, having sign-off by user agency, or Facilities Management.

2.23.3 The Contractor shall make necessary repairs to HVAC units in such a manner that does not damage County property. In the event damage occurs to Maricopa County property, or any adjacent property by reason of any repairs or installations performed under this Contract, the Contractor shall replace or repair the same at no cost to the County. If damage caused by the Contractor has to be repaired or replaced by the County, the cost of such work shall be deducted from the monies due the Contractor.

2.23.4 In the event the work performance of the Contractor is unsatisfactory, the Contractor will be notified by FMD and be given 4 hours to correct the work. Labor for all re-work will be at no cost to the County. Any additional parts replaced shall be billed at contract pricing.

3.0 PURCHASING REQUIREMENTS:

3.1 ACCEPTANCE:

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

3.2 FACTORY AUTHORIZED SERVICE AVAILABILITY:

The Contractor shall have and maintain a local factory authorized service facility within the Phoenix, Arizona metropolitan area. The facility shall be capable of supplying and installing component parts, troubleshooting, repairing and maintaining the material(s). Minimum service hours shall be from 8:00 A.M. through 5:00 P.M., Arizona Time, Monday through Friday.

3.3 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.

~~3.4 INVOICES AND PAYMENTS:~~

3.4.1 ~~Invoices are required to contain the following information:~~

3.4.1.1 ~~Company name, address and contact~~
3.4.1.2 ~~County bill-to name and contact information~~
3.4.1.3 ~~Building Name and Building Number~~
3.4.1.4 ~~County purchase order number~~
3.4.1.5 ~~Maximo (FMD) service call number~~
3.4.1.6 ~~Invoice number and date~~
3.4.1.7 ~~Date of service or delivery~~
3.4.1.8 ~~Description of Purchase (services performed)~~
3.4.1.9 ~~Pricing per unit of purchase~~
3.4.1.10 ~~Extended price~~
3.4.1.11 ~~Arrival and completion time~~
3.4.1.12 ~~Total Amount Due~~

3.4.2 Billable Parts Pricing:

3.4.2.1 All parts sold to the County MUST be itemized and priced in one of two formats:

3.4.2.1.1 Priced separately as:

3.4.2.1.1.1 Contractor's cost, then cost + percentage price (i.e., $25.00 [contractor's cost] $30.00 [cost + percentage]), or

3.4.2.1.1.2 Parts priced singularly (contractor's cost + percentage, i.e., $30.00), with a statement at the bottom of invoice that states "The above parts pricing reflects XX% over cost."

3.4.3 Invoicing for project work must contain:

3.4.3.1 Contract serial number;
3.4.3.2 Purchase order number (If used);
3.4.3.3 Terms as bid;
3.4.3.4 Description of work performed;
3.4.3.5 Location of job site and FMD site number);
3.4.3.6 Project cost as quoted;
3.4.3.7 Applicable construction tax if required (65% of retail tax rate);
3.4.3.8 Grand total;
3.4.3.9 Attached to the invoice must be the project quote sheet and all change orders.

3.4.4 Invoicing that does not have all the required information as listed above, will be sent back for corrections, delaying payment to the Contractor.

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

3.4.6 Payment may 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 Award the Contractor shall fill out an EFT Enrollment form (to be provided by the Procurement Officer) or as located on the County Department of Finance Website as a fillable PDF document (www.maricopa.gov/finance/).

3.4.7 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

3.5 APPLICABLE TAXES:

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

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

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

3.6 TAX (SERVICES):

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.

3.7 DELIVERY:

It shall be the Contractor's responsibility to meet the proposed delivery requirements. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

3.8 POST AWARD MEETING:

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

3.9 STRATEGIC ALLIANCE for VOLUME EXPENDITURES ($AVE):

The County is a member of the $AVE cooperative purchasing group. $AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the $AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of $AVE may access a contract resulting from a

solicitation issued by the County. If you **do not** want to grant such access to a member of $AVE, **please state so** in your proposal. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

3.10 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's):

County currently holds ICPA's with numerous governmental entities throughout the State of Arizona. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. Please indicate on Attachment A, your acceptance or rejection regarding such participation of other governmental entities. Your response will not be considered as an evaluation factor in awarding a contract.

3.11 VOLUNTARY EMPLOYEE DISCOUNTS:

3.11.1 Contractors may voluntarily offer discounts to County employees for products or services provided under this contract. Whether a Contractor offers or does not offer an employee discount is not a factor in nor considered in the evaluation of responses to this solicitation.

3.11.2 Any discount offered is part of a commercial transaction between the contractor and the individual County employee, the County is not a party to the transaction. Any disputes or issue that arises from an individual commercial transaction between the contractor and an individual County employee is a matter between the Contractor and the employee. If a discount is offered, the terms will be announced to County employees.

4.0 CONTRACTUAL TERMS & CONDITIONS:

4.1 CONTRACT TERM:

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

4.2 OPTION TO RENEW:

The County may, at its option and with the concurrence of the Contractor, renew the term of this Contract up to a maximum of Four (4) additional years, (or at the County's sole discretion, extend the contract on a month to month basis for a maximum of six (6) months after expiration). The Contractor shall be notified in writing by the Office of Procurement Services of the County's intention to renew the contract term at least thirty (60) calendar days prior to the expiration of the original contract term..

4.3 PRICE ADJUSTMENTS:

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

4.4 FUEL COST PRICE ADJUSTMENT:

4.4.1 This provision provides for limited increased or decreased costs of motor fuels (fuels) used to perform services under this Contract. This provision does not apply to burner fuel (i.e. propane, natural gas, fuel oil, used motor oil). It applies to motor fuel only. Fuel cost adjustments may be either positive or negative. A positive fuel cost adjustment will result in an increase in payments to Contractor while a negative fuel cost adjustment will result in a decrease in payments to Contractor.

4.4.2 This provision is intended to minimize risk to both parties to this Contract due to fuel cost fluctuations that may occur during the term of this Contract. This provision is not designed to estimate actual quantities of fuel used in providing services under this Contract, but to provide a reasonable basis for calculating a fuel cost adjustment based on average conditions.

4.4.3 Application of this provision will come into effect upon Contractor submittal of a fuel cost adjustment request. A request may be submitted only when the increased cost of fuel, established as a percentage of total contract price (base fuel cost) upon award of this Contract, exceeds ten (10%) percent of the base fuel cost. The Contractor may request a fuel surcharge no more than four (4) times annually, during the month(s) of March, June, September and December. The request must be submitted no later than the tenth (10^{th}) of the month. Any surcharge shall be effective the first of the following month after receipt and approval. The date of County approval of a fuel cost adjustment request shall become the base date for any future Contractor adjustment requests.

4.4.4 Contractor shall include, as part of its price bid, the percentage of total contract price fuel represents (e.g., fuel cost equals 10% of Contractor cost) (see also, Attachment A, Vendor Information). This percentage will represent and establish the base fuel cost for this Contract. The base fuel cost shall be established as the due date for submission of proposals for this Contract. All subsequent fuel cost adjustments shall be based upon the date the County approves a Contractor's request for fuel cost adjustment (e.g. fuel cost adjustment approved by County on January 1, 2006, January 1, 2006 becomes base date for any next Contractor request for adjustment).

4.4.5 Fuel Cost Application Requirement. The Contractor must provide documentation including type of motor fuel and fuel invoices with price of the fuel used in providing services under this Contract, from the month bids were due and the month of the cost adjustment request, with any fuel cost adjustment application. The fuel cost adjustment application must be completed with all applicable data, and signed by the Contractor. Any cost adjustment will be calculated by the County by using the bureau of Labor Statistics, Producer Price Index for Gasoline – WPU0571 and #2 Diesel Fuel – WPO57303 (http://data.bls.gov/cgi-bin/surveymost?wp).

4.4.6 The fuel surcharge shall be based on the current quarterly index of the West Coast (PADD5) Diesel (On-Highway)-All Types or Reformulated Areas Gasoline compared to the previous quarterly index period as reported on the Energy Information Administration (EIA) website: http://www.eia.doe.gov/

4.4.7 The computation of the fuel surcharge amount shall be determined as follows:

4.4.7.1 The fuel cost component from Attachment A (vendor information) of the Contract with Maricopa County, multiplied by the percent of change indicated by the EIA report from the previous index period.

4.4.7.2 Upon agreement by the County to the surcharge, the County shall issue written approval of the change prior to any adjusted invoicing submitted for payment.

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

4.5 INDEMNIFICATION:

4.5.1 To the fullest extent permitted by law, and to the extent that claims, damages, losses or expenses are not covered and paid by insurance purchased by the Contractor, the Contractor shall defend indemnify and hold harmless the County (as Owner), its agents, representatives, agents, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses (including, but not limited to attorneys' fees, court costs, expert witness fees, and the costs and attorneys' fees for appellate proceedings)

arising out of, or alleged to have resulted from the negligent acts, errors, omissions, or mistakes relating to the performance of this Contract.

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

4.5.3 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

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

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

4.6 INSURANCE:

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:

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

4.6.10.2 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:

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

4.7 ORDERING AUTHORITY:

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

4.8 REQUIREMENTS CONTRACT:

4.8.1 Contractors signify their understanding and agreement by signing a bid submittal, that the Contract resulting from the bid is a requirements contract. However, the Contract does not guarantee any minimum or maximum number of purchases will be made. It only indicates that if purchases are made for the materials contained in the Contract, they will be purchased from the Contractor awarded that item. Orders will only be placed when the County identifies a need and proper authorization and documentation have been approved.

4.8.2 County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor for actual and documentable costs incurred by the Contractor in response to the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

4.8.3 Contractors agree to accept verbal notification of cancellation of Purchase Orders from the County Procurement Officer with written notification to follow. By submitting a bid in response to this Invitation for Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

4.9 SUSPENSION OF WORK:

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

4.10 STOP WORK ORDER:

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

4.10.1 Cancel the stop-work order; or

4.10.2 Terminate the work covered by the order as provided in the Termination for 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.

4.15.3 Should the prime contractor require work outside of their own competency and expertise, they may then use a subcontractor to perform such work. Examples would be, but not limited to: concrete cutting, underground detection, asbestos removal, or concrete removal and reinstallation. In these examples, the work is not HVAC in nature, and therefore the subcontractor may perform the services and bill at the prevailing rate for the service. In this case, the subcontractors accepted charges shall be paid by the prime, and invoiced to the County.

4.15.4 Additionally, insurance and bonding requirements as outlined in this contract shall be a requirement of the subcontractor.

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 statues 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 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 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.

4.26 INFLUENCE

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

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

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

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

4.27 PUBLIC RECORDS:

All Offers submitted and opened are public records and must be retained by the Records Manager at the Office of Procurement Services. Offers shall be open to public inspection after Contract award and execution, except for such Offers deemed to be confidential by the Office of Procurement Services. If an Offeror believes that information in its Offer should remain confidential, it shall indicate as confidential, the specific information in its offer and submit a statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. The Records Manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code and the Arizona Public Records Law.

~~5.0 FACILITIES MANAGEMENT OPERATION REQUIREMENT~~

~~5.1 HOURS OF SERVICE:~~

~~5.1.1 REGULAR HOURS are between 6:00 AM and 6:00 PM, Monday through Friday, excluding County holidays.~~

~~5.1.2 AFTER HOURS is after 6:00 PM and prior to 6:00 AM, Monday through Friday.~~

~~5.1.3 WEEKENDS are anytime Saturday or, Sunday.~~

~~5.1.4 HOLIDAYS are County Holidays (See County holiday schedule attachment).~~

~~5.1.5 Services shall be available 24/7, 365 days per year.~~

~~5.1.6 Contractor shall provide 24/7; 365 days per year telephone access, and respond to a call for services within thirty (30) minutes of receipt.~~

~~5.2 RESPONSE TIMES:~~

~~5.2.1 During REGULAR HOURS, AFTER HOURS, WEEKEND or HOLIDAYs, Contractor shall respond on site within four (4) hours of receipt of a service request.~~

~~5.2.2 If the request is designated by the County as an EMERGENCY, the contractor shall respond on site within two hours of receipt of a service request regardless of the time of day, WEEKEND or HOLIDAY.~~

~~5.3 TRIP CHARGE:~~

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

~~5.3.1 MCSO Lake Aid Stations (Apache, Bartlett, Blue Point, Canyon and Saguaro)~~

~~5.3.2 County offices located in Gila Bend, AZ~~

~~5.3.3 County offices located in Buckeye, AZ~~

~~5.3.4 County offices located in Aguila, AZ~~

~~5.3.5 Only one trip charge may be charged per service call.~~

5.3.6 ~~If the contractor arrives onsite and is unable to locate a County representative familiar with the work or unable to gain access to the work site, the Contractor may only bill for a trip charge. The Contractor is not authorized to incur nor will the County accepting billing for any labor charges.~~

~~5.4 CONTRACTOR REQUIREMENTS:~~

5.4.1 ~~Contractor(s) shall supply all labor, supervision, materials, tools, equipment, and effort necessary to perform the Scope of Work presented.~~

5.4.2 ~~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.~~

5.4.3 ~~The Contractor agrees to utilize only experienced, responsible and capable people in the performance of the work.~~

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

5.4.4.1 ~~Shirt/blouse~~
5.4.4.2 ~~Vest~~
5.4.4.3 ~~Cap~~

5.4.5 ~~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.~~

5.4.6 ~~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.~~

5.4.7 ~~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.~~

~~5.5 BUILDING SECURITY (KEYS):~~

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

5.5.2 ~~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.~~

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

5.5.4 ~~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.~~

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

~~5.6 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.~~

~~5.7 INVOICES AND PAYMENTS:~~

5.7.1 ~~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 accounted for in the contracted labor rates.~~

~~Invoices are required to contain the following information:~~

5.7.2 ~~Company name, address and contact information~~
5.7.3 ~~County bill-to name and contact/requestor information~~
5.7.4 ~~Building Name and Building Number~~
5.7.5 ~~County purchase order number~~
5.7.6 ~~County contract number~~
5.7.7 ~~Maximo (FMD) service call number~~
5.7.8 ~~Invoice number and date~~
5.7.9 ~~Date of service or delivery~~
5.7.10 ~~Description of Purchase (services performed)~~
5.7.11 ~~Labor breakdown (rate per hour x personnel type)~~
5.7.12 ~~Material breakdown. Itemized parts list to contain (unit price x quantity, indicating mark-ups as contracted)~~
5.7.13 ~~Arrival and completion time~~
5.7.14 ~~Total Amount Due with tax amounts separated. Must also clearly indicate the tax rate being applied~~
5.7.15 ~~Payment Terms~~

~~5.8 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.~~

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
JOHNSON CONTROLS, INC.

EXHIBIT B
Scope of Work

PROJECT

Repair, maintenance, installation, and retrofit for heating, ventilation, air conditioning, and evaporative cooling equipment on City of Glendale facilities on an as-needed basis.

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
JOHNSON CONTROLS, INC.

EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

Method of payment is provided in the Cooperative Purchasing Agreement, as modified by Section 3 of this Agreement.

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project must not exceed $150,000 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

Repair, maintenance, installation, and retrofit for heating, ventilation, air conditioning, and evaporative cooling equipment on City of Glendale facilities on an as-needed basis.