CITY CLERK
ORIGINAL

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
C & S SWEEPING SERVICES, INC.

THIS LINKING AGREEMENT (this "Agreement") is entered into as November 21, 2014, between the City of Glendale, an Arizona municipal corporation (the "City"), and C & S Sweeping Services, Inc., an Arizona corporation ("Contractor"), collectively, the "Parties."

RECITALS

A. On **July 1, 2012**, Maricopa County entered into a contract with Contractor to purchase the goods and services described in the **Street Sweeping Services Contract**, **Contract No. 12053-S**, which is attached hereto as **Exhibit A**. The **Maricopa County's Street Sweeping Services Contract** permits its cooperative use by other governmental agencies including the City, pursuant to the Strategic Alliance for Volume Expenditures (SAVE) intergovernmental cooperative purchase agreement. The **Maricopa County's Street Sweeping Services Contract** is hereinafter referred at as the Cooperative Purchasing Agreement.

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 Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of 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 Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement award and rate sheet, which are attached hereto as part of **Exhibit B**, purchases can be made by governmental entities from

the date of award, which was **July 1, 2012**, until the date the contract expires on **June 30, 2015**, 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 extend the contract beyond **June 30, 2018**. The initial period of this Agreement is therefore is the period from the Effective Date of this Agreement until **June 30, 2015**.

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 hereto 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 incorporate 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 the Cooperative Purchasing Agreement, unless the City and Contractor agree otherwise, as provided in **Exhibit B** hereto.

   b) The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed **$47,000.00** for the entire term of this Agreement, including the initial term and any renewal terms the City wishes to exercise in accordance with Paragraph 1 above.

4. Cancellation. This Agreement may be cancelled pursuant to ARIZ. REV. STAT. § 38-511.

5. E-verify. Contractor complies with ARIZ. REV. STAT. § 23-214 and agrees to comply with the requirements of ARIZ. REV. STAT § 41-4401.

6. 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 William Sterling
6210 W. Myrtle Avenue, Suite #111
Glendale, Arizona 85301
623-930-2619

and

C & S Sweeping Services, Inc.
c/o Pam Frasier
P.O. Box 24479
Phoenix, AZ 85074-4479
602-252-9471

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: _____
Brenda S. Fischer, City Manager

"Contractor"

C & S Sweeping Services, Inc.
an Arizona corporation

By: _____
Samuel Danielson, Operations Manager

ATTEST:

_____
Pamela Hanna, City Clerk (SEAL)

Approved as to Form:

_____
Michael D. Bailey, City Attorney

EXHIBIT A

Maricopa County Contract No. 12053-S – Street Sweeping Services

SERIAL 12053 S STREET SWEEPING SERVICES

DATE OF LAST REVISION: June 20, 2012 CONTRACT END DATE: June 30, 2015

CONTRACT PERIOD THROUGH JUNE 30, 2015

TO: All Departments

FROM: Office of Procurement Services

SUBJECT: Contract for **STREET SWEEPING SERVICES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **June 20, 2012 (Eff. 07/01/12).**

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

_____

Wes Baysinger, Chief Procurement Officer
Office of Procurement Services

DW/mm
Attach

Copy to: Office of Procurement Services
Jim Baker, Public Works

(Please remove Serial 05167-S from your contract notebooks)

STREET SWEEPING SERVICES

1.0 INTENT:

The intent of this solicitation is to establish a contract to provide personnel, materials, and equipment to perform street sweeping services for Maricopa County, as indicated in the specifications below. This service shall be authorized by Purchase Order only.

Other governmental entities under agreement with the County may have access to services provided hereunder (see also Sections 2.24 and 2.25, below).

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

2.0 SCOPE OF SERVICES:

2.1 DEFINITION OF TERMS:

For the purpose of these specifications, the following words or terms shall be defined as hereinafter set forth. Please substitute the following location: Maricopa County Flood Control District (MCFCD) with Maricopa County Department of Transportation (MCDOT) where necessary when contracting with the MCFCD and these additional definitions shall apply.

2.1.1 "Center line Mile" shall mean the number of miles, to the nearest 1/100 of a mile, as measured along the center line of the street, whether or not there is a median.

2.1.2 "Inspector" shall mean the Maricopa County Department of Transportation Maintenance Inspector.

2.1.3 "Agreement" shall mean the agreement for the sweeping and disposal of debris from the streets of the Maricopa County Department of Transportation.

2.1.4 "County" shall mean the Maricopa County Department of Transportation, its officers, employees, or representatives.

2.1.5 "Contractor" shall mean the person, corporation or partnership performing street sweeping services under contract with the County.

2.1.6 "Debris" shall mean all litter, rubbish, leaves, sand, dirt, garbage and other foreign material removable from a paved street with a mechanical street sweeper.

2.1.7 "May" shall be permissive.

2.1.8 "Shall" shall be mandatory.

2.1.9 "Street" shall mean all dedicated public right-of-way within the existing or future limits of the Maricopa County Department of Transportation, which are paved. The term "street" shall include other paved areas as directed.

2.1.10 "Street Sweeping" shall mean the removal by dustless type machine sweepers of all debris from all portions of a street.

2.1.11 "Sweeping" shall mean all debris removed from streets.

2.2 SERVICE REQUIRED:

2.2.1 Service shall include furnishing all labor, equipment, tools, fuel, materials, insurance, supervision and all other items incidental thereto and to perform all work necessary as

specified. The Contractor shall provide a yard for parking, maintenance and storage of all equipment at no expense to the County. The Contractor shall provide street sweeping services as follows: on designated arterial (major), collector, commercial, residential, and industrial streets as indicated by MCDOT. All streets shall be swept in accordance to their designated cycle of 2 weeks, 4 weeks or 8 week sweep.

2.2.2 Additional Services

Additional services including emergency call-outs, or special sweeps, shall be performed by the Contractor, upon request by Maricopa County or its representatives.

2.2.3 Changes in Services

During the term of this agreement or any extension thereof, the County may elect to increase or decrease the frequency or number of center line miles of street sweeping services. The stated increase or decrease shall be by written or electronic notification to the contract or the unit price for changes and/or additions shall be at the current contract unit pricing.

2.3 DISPOSAL:

The Contractor shall transport and dispose of all sweepings in accordance with all County, State and Federal requirements. Sweepings are not to be off loaded at temporary storage sites. The County shall be notified which disposal site(s) are used. The Contractor shall be solely responsible for any fees involved in disposal.

2.4 HOURS OF OPERATION:

Standard operating hours for sweeping under this agreement shall be Monday through Thursday, between the hours of **7:00** ~~6:00~~ a.m. and 4:00 p.m., with the following exceptions:

2.4.1 Broadway Rd (2 week sweep): 1:30a.m. until complete
2.4.2 Area 2-A (2 week sweep): 2:00a.m. until complete
2.4.3 McDowell Rd., Alma School Rd to Country Club (2 week sweep): 1:30a.m. until complete
2.4.4 Area 2-B (2 week sweep): 2:30a.m. until complete
2.4.5 Gilbert Rd, Loop 202 to SR 87 (2 week sweep): 1:30a.m. until complete

2.5 HOLIDAYS:

The following is a list of holidays on which contract service will not be performed:

New Year's Eve
New Year's Day
Martin Luther King Day
President's Day
Memorial Day
Independence Day - July 4th
Labor Day - First Monday in September
Columbus Day
Veteran's Day
Thanksgiving Holiday-Fourth Thursday and Friday in November
Christmas Eve
Christmas Day

When a holiday named herein falls on Saturday or Sunday special scheduling adjustments may be required. During the week of a holiday, the Contractor shall adjust the weekly schedule so as to return to the normal weekly schedule the following week. All such adjustments must be approved

by the County. Holiday sweeping schedules must be submitted to the County representative seven (7) days prior to a holiday. Holiday make up sweeping may not be required.

2.6 WEATHER CONDITIONS:

The Maricopa County Department of Transportation (MCDOT) inspector or authorized representative reserves the right to be the sole judge if the weather is too inclement to sweep. When adverse weather interrupts sweeping, the Contractor shall adjust the work schedule so as to return to the normal weekly schedule the following week. The County reserves the right to direct schedule changes, made necessary due to inclement weather. In the event of a rain day, the Contractor Field Supervisor shall obtain approval from the County representative for the days sweeping.

2.7 CONTRACTOR/COUNTY COMMUNICATIONS:

2.7.1 Local Office

Throughout the period of this contract, the Contractor shall establish and maintain an office/dispatch and an authorized managing agent in the Phoenix Metropolitan area. Contractor's managing agent shall serve as the point of contact for dealing and communications for the Contractor.

2.7.2 County Contract

The overall contract administrator for the County is the Office of Procurement Services. For daily operations, the County's point of contact will be the MCDOT inspector, or authorized representative.

2.7.3 Field Supervisor

The Contractor shall have a Field Supervisor available via telephone and mobile response during all sweeping hours. The vehicle used by the Supervisor shall not be a sweeper.
The Field Supervisor shall be responsible for inspection of streets being swept to identify special requirements and deficiencies. When applicable the Field Supervisor shall make contact with the County's representative for the purpose of exchanging information regarding days sweeping, including production and/or notable discrepancies
The Field Supervisor shall notify Maricopa County Department of Transportation and/or Inspector 72 hours in advance of weekly sweeping schedule. The Field Supervisor shall submit to the inspector a schedule showing areas and/or units complete at the end of each week.
The Field Supervisor shall adjust work hours to coincide with the Maricopa County Department of Transportation operational hours for winter/summer. Refer to Section 2.4.

2.7.4 Complaints and Requests for Service

Contractor's local office shall have 24 hour telephone service and a responsible person in charge Monday through Sunday, to receive all complaints/requests for service forwarded by the employees of the Maricopa County Department of Transportation. All complaints shall be resolved in an expeditious manner within the following 24-hour period.

2.8 CONTRACT COMPLAINTS AND DEFICIENCIES:

2.8.1 Complaints Received by the County:

The County will notify the Contractor by telephone and/or electronically of each contract complaint reported.

Reports of unsatisfactory performance and the area/unit shall be completed in its entirety and inspected, prior to being invoiced.

2.8.2 Complaints Received by Contractor

The Contractor shall electronically submit to the County and/or the inspector/representative all complaints, on a daily basis. The complaint submitted shall include detailed information regarding the discrepancy, time, area and/or locations.

2.9 CONTRACTOR'S EMPLOYEES:

2.9.1 Identification

Contractor's employees shall be required to wear a clean uniform bearing Contractor's name. Employees who normally and regularly come into direct contact with the public shall bear some means of individual identification, such as a nametag or identification card.

2.9.2 Drivers License

Employees driving the Contractor's vehicles shall at all times possess and carry a valid Commercial Drivers License issued by the State of Arizona.

2.9.3 Conduct

Contractor's employees and subcontractors shall not identify themselves as being employees of the Maricopa County Department of Transportation. Employees shall conduct themselves in such a manner as to avoid embarrassment to the Maricopa County Department of Transportation, and shall be courteous to the public. If required, the County retains the right to require a particular operator be removed from working on this contract.

2.10 CONTRACTOR'S EQUIPMENT:

2.10.1 Sweeping Equipment - Type, Quantity and Condition

The Contractor shall provide and maintain during the entire period of the contract, a fleet of not less than three (3) dustless type machine sweepers, with a filtering system capable of trapping particles in a ten (10) micron or smaller rated filter.

All vehicles must be maintained in good repair, appearance and sanitary condition at all times. The County reserves the right to inspect the Contractor's vehicles at any time to ascertain said condition. The County representative shall have the right to "shut down" immediately, upon inspection, any vehicle/sweeper deemed unsafe or unsatisfactory during performance of this contract.

The Contractor shall furnish the County with a list identifying all equipment to be used in fulfilling this agreement and notify the County of any additions or deletions. The list shall be submitted electronically/in writing to the county Representative/Inspector.

The Contractor shall utilize a sweeper fleet of 2009 or newer models of latest design and construction and shall not be prototype models, upon implementation of this contract. Any changes in the Contractor's sweeping equipment from the initial equipment must have prior approval of the County.

To meet PM-10 compliance, the sweeper fleet, with the exception of the on-call mechanical broom sweeper, shall meet the requirements of the South Coast Air Quality Management District (SCAQMD) Rule 1186 list of Certified Street Sweepers. Refer to Attachment D. The entire Rule 1186 and 1186 Appendix A can be downloaded from the AQMD website at www.aqmd.gov/rules.

2.10.2 Equipment Identification

All vehicles and equipment used by the Contractor must be clearly identified with the name of the company, address of local office and phone number of local office on each side of the equipment. Also, the words "Under Contract to the Maricopa County Department of Transportation" must be on all equipment, including personnel transportation vehicles. The letters shall be at least three inches high and of proportionate width.

2.10.3 Equipment Safety Requirements

All equipment must be equipped in accordance with State laws and shall be equipped with amber lens flasher visible for one (1) mile in a 360 degree pattern and six inch diameter hazard lights visible from the rear that operate independently of the brake lights. In addition arrow board (30" x 60") must be on all sweepers and be fully operational.

2.10.4 Minimum Sweeping Width Required

Equipment must be capable of sweeping a minimum eight-foot width as measured with all brooms in the sweeping position. Equipment without this capability is not acceptable.

2.10.5 Automatic Vehicle Location (AVL) –

Contractor shall provide a complete AVL for the purpose of monitoring street sweeping activities.

The AVL system shall be accessible via the internet on a secure website available to authorized County staff, with a login and password.

The AVL system shall include and initiate broadcasting data when brooms are activated or lowered to begin sweeping. Data shall be submitted at a minimum, to include but not be limited to, 30 second intervals to the secured website for monitoring.

In order for MCDOT to monitor the efficiency of the street sweeping operation, the following information shall be provided by the AVL:

2.10.5.1 SPEED: The speed of the street sweeper during the street cleaning operation shall be monitored. The AVL shall be able to determine when the street sweeper is performing the cleaning operation and report the vehicle speed. This speed shall be measured in one mile per hour increments. The AVL shall be able to measure speeds accurately from a minimum of 3 miles per hour to a maximum of 25 miles per hour.

2.10.5.2 TRACKING: The accuracy of the street sweeper's location shall be to within 50 feet or less of the actual location. The AVL shall show the following but not limited - vacuum on, gutter or center brush down &working, and the location of a single vehicle or all the vehicles. It is preferred that the street sweeper's location be displayed on street map window with user controlled sizing and placement.

2.10.5.3 MANAGEMENT REPORTS: As a minimum, daily management reports on all the street sweepers shall be provided by the AVL to include routes cleaned, the time of day the routes were cleaned. In addition, a log type report of each occurrence, location, and the duration of the occurrence that the street sweeper was in excess of 8 miles per hour, while performing the cleaning operation.

2.10.5.4 RELIABILITY: The AVL – FMS shall maintain a 95% performance level.

2.10.5.5 COVERAGE: The AVL – FMS coverage area shall include all of Maricopa County.

2.10.5.6 FREQUENCY: All monitored functions shall be available upon the request of the MCDOT inspector/representative or his/her designee and the Public Works GIS Division.

2.11 STANDARD OF PERFORMANCE:

2.11.1 Level of Cleanliness

Contractor shall remove all debris from all streets and radius every sweeping cycle. The Contractor shall make as many passes as necessary to accomplish the task. This action will include removal of spills of concrete, rock, gravel, accident debris, etc. Items of excessive size, such as cardboard, palm fronds, large gravel etc. shall be physically picked up and place in the hopper by the operator or other personnel. Contractor shall clean all sidewalks and driveways as needed or as requested by the MCDOT inspector or authorized representative due to spilling, scattering or dropping of debris / refuse during sweeping activity.

2.12 AREAS TO BE CLEANED:

Arterial, Collector, Industrial, Residential and Commercial Streets

The entire length of all curbs (including median curbs and curb returns) uncurbed pavement edges and flush concrete or paved medians shall be swept each time the associated street is swept. The balance of each street shall be swept as needed. In any case, no debris shall be left anywhere on the street pavement after sweeping is completed.

2.13 SWEEPING PRACTICES:

At all times the Contractor shall use good sweeping practices and shall exercise due care so as to prevent spilling, scattering or dropping of refuse throughout sweeping activity and shall immediately clean up such spillage, dropping or scattering. Sweeping practices include, but are not limited to:

2.13.1 Adjust spray nozzles to keep dust, caused by sweeping, to a minimum.

2.13.2 Center dirt reflector and main drag shoes shall be properly maintained and adjusted, or any other device designed to direct debris or dirt into the path of the rear broom.

2.13.3 Sweeping speed shall be adjusted to street conditions with a maximum speed of eight (8) miles per hour. Patterned concrete medians, crosswalks and radius shall be swept at a maximum speed of three (3) miles per hour.

2.13.4 Operate sweepers as close to parked cars or other obstacles as safety allows.

2.13.5 Use common sense and good judgment at all times.

2.13.6 A minimum of three (3) sweepers shall be required. Any deviation must be approved by MCDOT Representative.

2.14 ROUTING AND SWEEPER AVAILABILITY:

2.14.1 The Contractor shall provide the County with route maps, an annual schedule annually and a weekly schedule weekly so to reflect the 2 week, 4 week & 8 week sweep cycles. . The Contractor shall keep such information current at all times. Sequence of sweeping shall be provided to the County no later than ten (10) days prior to the initiation of sweeping operations or changes in operation. The County reserves the right to request routing changes at any time. Contractor shall use and provide the County a weekly spreadsheet to assist in managing the contract sweep schedule.

2.14.2 The total number of sweepers required (less standby units) shall be available for work a minimum of four (4) days per week during normal work hours. Each sweeper shall have its own regularly designated operator and scheduled route each day. The Field Supervisor will be required to report any and all sweeper breakdown and repairs to the MCDOT inspector, designee or his/her assigned representative immediately. This information shall also be reported on the daily written report. Contractor or Area Supervisor shall make comments into the remark section of the sweep schedule as to the reason a sweep was not on schedule.

2.14.3 The County considers that it is paying for immediate availability of each sweeper, between the hours of 6:00 a.m. and upon completion of routes, on any day a full route is scheduled, unless the County approves suspension of work due to inclement weather.

2.15 CONSTRUCTION RELATED PROBLEMS AND STORM DEBRIS:

Dirt and debris carried onto streets from identifiable construction sites is not considered the responsibility of the Contractor if located within 500 feet of the construction site. However, the Contractor will be responsible for making four (4) separate passes in front of each site at a speed below the contract limit, regardless of the condition. The Contractor shall report construction areas daily to McDot inspector/representative. The Contractor will be required to totally clean all debris carried by traffic to areas beyond 1,000 feet from responsibility. Storm clean up and sweeping must be completed as soon as possible. Night sweeping will be permitted upon McDot request for normal storm clean up, at no additional cost to County.

2.16 HANDLING OF DEFICIENCIES:

Deficiencies must be corrected within 24 hours of receipt of a deficiency notice. Failure of the Contractor to do so will result in a deduction of not less than one (1) centerline mile from the next payment. Failure to correct the deficiency within24 hours of the notice shall be considered failure to perform. Each area unsatisfactorily cleaned will be considered a separate deficiency unless located with the same continuous mile section on the same street.

2.17 MEASUREMENT FOR PAYMENT:

2.17.1 Regular Service

This service will be measured for payment by the total number of centerline miles swept satisfactorily. The miles shall be calculated to the nearest hundredth of a mile. Intersections shall not be measured in both directions when routes cross.

2.17.2 Additional Service

Emergency call outs will be measured by the actual hours spent sweeping plus the shortest travel time either to or from the work site. Travel time longer than 30 minutes must be justified on the daily report. The hours will be calculated to the nearest one-half hour (30 minutes). Special event sweeping shall be paid for by actual hours of sweeping. Response time for all emergency call outs shall be no longer than one (1) hour after initial contact.

2.17.3 Contingency Bid Items

2.17.3.1 Residential Sweeping - Residential sweeping shall be in accordance with professional street sweeping policies. As referenced in previous "workmanship" areas within these specifications, additional sweeper passes may be required.

2.17.3.2 All coordination for residential sweeping shall be with the Field Supervisor. He shall ensure Daily Operator Reports, are properly completed and forwarded to the County representative weekly.

2.17.3.3 Sweeping hours for residential streets shall be 6:00 a.m. to 4:00 p.m., Monday through Thursday, or as approved schedules deem necessary. Residential streets

may be scheduled every eighth (8) week (a total, estimated, of seven (7) sweeps per year), every 4th week (total estimated 13 sweeps per year) and/or every second week (a total, estimated of 26 sweeps per year). Schedules shall be submitted for approval at least 72 hours prior to weekly sweeping operations. Maricopa County Department of Transportation shall furnish specific street mileage lists upon approval for incorporating residential sweeping

2.18 PAYMENT FOR SERVICE:

2.18.1 Regular Service

The Contractor must electronically invoice the County on a weekly basis for the amount of service actually performed. The Contractor invoices shall state the area and units swept and the number of center line miles swept thereon. If there are any deficiencies, which were not corrected, in the specified time, or units not completed due to adverse weather those areas and/or units shall be invoiced on the next billing cycle. Contractor shall not be paid for sweeps that do not meet schedule. Field Supervisor and vehicle cost will be considered incidental to the work.

Invoices must be received by County representative no later than each Tuesday, 11:00 a.m. for the previous weeks sweeping.

2.18.2 Additional Service

The Contractor must invoice the County on a weekly basis for all additional service. The invoice must state the type service (emergency or special sweep).

2.19 DELIVERY:

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

2.20 TAX:

No tax shall be levied against labor. Bid pricing to include all labor, overhead tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the Contractor to determine any and all taxes and include the same in bid price.

2.21 USAGE REPORT:

The Contractor, upon request, shall furnish the County a quarterly usage report delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

2.22 INVOICES AND PAYMENTS:

2.22.1 The Contractor shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract Serial Number
- County purchase order number
- Invoice number and date
- Payment terms

- Date of service or delivery
- Quantity (number of days or weeks)
- Contract Item number(s)
- Description of Purchase (product or services)
- Pricing per unit of purchase
- Freight (if applicable)
- Extended price
- Mileage w/rate (if applicable)
- Arrival and completion time (if applicable)
- Total Amount Due

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

2.22.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (**www.maricopa.gov/finance/vendors**).

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

2.23 FUEL COST PRICE ADJUSTMENT:

2.23.1 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.

2.23.2 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.

2.23.3 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.

2.23.4 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).

2.23.5 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.

2.23.6 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/

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

2.23.7.1 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.

2.23.7.2 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.

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

2.24 STRATEGIC ALLIANCE for VOLUME EXPENDITURES ($AVE):

The County is a member of the $AVE cooperative purchasing group. $AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the $AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of $AVE may access a contract resulting from a solicitation issued by the County. If you **do not** want to grant such access to a member of $AVE, **please state so** in your proposal. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

2.25 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)

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

3.0 CONTRACTUAL TERMS & CONDITIONS:

3.1 CONTRACT TERM:

This Invitation for Bid is for awarding a firm, fixed price purchasing contract to cover a three (3) year term.

eff date 7/1/12 for .3. YEARS to 6/30/15
max ext to 6/30/18

3.2 OPTION TO RENEW:

The County may, at their option and with the approval of the Contractor, renew the term of this Contract up to a maximum of Three (3) additional years, (or at the County's sole discretion, extend the contract on a month to month basis for a maximum of six (6) months after expiration). The Contractor shall be notified in writing by the Office of Procurement Services of the County's intention to renew the contract term at least thirty (30) calendar days prior to the expiration of the original contract term.

3.3 PRICE ADJUSTMENTS:

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

3.4 INDEMNIFICATION:

3.4.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.

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

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

3.5 INSURANCE:

3.5.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of A-, VII or higher. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

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

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

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

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

3.5.6 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

3.5.7 The insurance policies required by this Contract, except Workers' Compensation, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

3.5.8 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.

3.5.9 Commercial General Liability:

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than $1,000,000 for each occurrence, $2,000,000 Products/Completed Operations Aggregate, and $2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

3.5.10 Automobile Liability:

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than $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 under this Contract.

3.5.11 Workers' Compensation:

3.5.11.1 Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than $100,000 for each accident, $100,000 disease for each employee, and $500,000 disease policy limit.
(N.B. - $1,000,000 limits on larger contracts)

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

3.5.12 Errors and Omissions Insurance:

Errors and Omissions insurance and, if necessary, Commercial Umbrella insurance, which will insure and provide coverage for errors or omissions of the Contractor, with limits of no less than $1,000,000 for each claim.

3.5.13 Certificates of Insurance.

3.5.13.1 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect 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 be made available to the County upon 48 hours notice. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**

3.5.13.1.1 In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

3.5.13.1.2 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

3.5.14 Cancellation and Expiration Notice.

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

3.5.15 Each such bond shall include a provision allowing the prevailing party in a suit on such bond to recover as a part of his judgment such reasonable attorney's fees as may be fixed by a judge of the court.

3.5.16 Each bond shall be executed by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance. The bonds shall not be executed by an individual surety or sureties. The bonds shall be made payable and acceptable to the Contracting Agency. The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in this state, as by law required, and the bonds shall have attached thereto a certified copy of the Power of Attorney of the signing official. In addition, said company or companies shall be rated "Best-A" or better as required by the Contracting Agency, as currently listed in the most recent Best Key Rating Guide, published by the A.M. Best Company.

3.6 ORDERING AUTHORITY.

3.6.1 Respondents should understand that any request for purchase of materials or services shall be accompanied by a valid purchase order, issued by the Office of Procurement Services, or by a Certified Agency Procurement Aid (CAPA).

3.6.2 Maricopa County departments, cities, other counties, schools and special districts, universities, nonprofit educational and public health institutions may also purchase from under this Contract at their discretion and/or other state and local agencies (Customers) may procure the products under this Contract by the issuance of a purchase order to the Respondent. Purchase orders must cite the Contract number.

3.6.3 Contract award is in accordance with the Maricopa County Procurement Code. All requirements for the competitive award of this Contract have been met. A purchase order for the products is the only document necessary for Customers to purchase and for the Respondent to proceed with delivery of materials available under this Contract.

3.6.4 Any attempt to represent any product not specifically awarded under this Contract is a violation of the Contract. Any such action is subject to the legal and contractual remedies available to the County, inclusive of, but not limited to, Contract cancellation, suspension and/or debarment of the Respondent.

3.7 REQUIREMENTS CONTRACT:

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

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

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

3.8 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

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

3.9 TERMINATION FOR DEFAULT:

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after the County deems that the Contractor has failed to remedy the problem after being forewarned.

3.10 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, additionally if a receiver should be appointed on account of its insolvency, the County may terminate the Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of a substantial violation of any provision of this Contract, then the County may terminate the Contract. Prior to termination of the Contract, the County shall give the Contractor fifteen- (15) calendar day's written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

3.11 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel any Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

3.12 OFFSET FOR DAMAGES;

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance of the contract.

3.13 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.

3.14 SUBCONTRACTING:

3.14.1 The Contractor may not assign a Contract or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

3.14.2 The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

3.15 AMENDMENTS:

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

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

3.16.1 In accordance with section MCI 367 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine copy and make use of, any and all said materials.

3.16.2 If the Contractor's books, records , accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract are not sufficient to support and

document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

3.17 AUDIT DISALLOWANCES:

If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the County either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

3.18 VALIDITY:

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

3.19 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from a Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to a Contract and to the performance thereunder.

3.20 RELATIONSHIPS:

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the County and the Contractor.

3.21 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

3.21.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

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

3.21.1.2 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;

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

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

3.21.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contact.

3.21.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

3.22 ALTERNATIVE DISPUTE RESOLUTION:

3.22.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:

3.22.1.1 Render a decision;

3.22.1.2 Notify the parties that the exhibits are available for retrieval; and

3.22.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).

3.22.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.

3.22.3 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.

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

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

3.23.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 3.23.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date

specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

3.24 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:

3.24.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. 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.

3.24.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

3.25 CONTRACTOR LICENSE REQUIREMENT:

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

3.25.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to 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.

3.26 INFLUENCE

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

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

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

If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the

Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

3.27 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.

SERIAL 12053-S

C & S SWEEPING SERVICES INC., P. O. BOX 24479, PHOENIX, AZ 85074

COMPANY NAME:	**C & S Sweeping Services, Inc**
DOING BUSINESS AS (DBA) NAME:	
MAILING ADDRESS:	**P.O. Box 24479 Phoenix AZ, 85074-4479**
REMIT TO ADDRESS:	**716 E. Tonto St. Phoenix, AZ 85034**
TELEPHONE NUMBER:	**602-252-9471**
FACSIMILE NUMBER:	**602-252-9216**
WEB SITE:	**www.candssweeping.com**
REPRESENTATIVE NAME:	**Samuel Danielson**
REPRESENTATIVE TELEPHONE NUMBER:	**602-291-0400**
REPRESENTATIVE E-MAIL:	**phoenixsweeper@aol.com**

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

FUEL COMPRISES (if section for fuel price adjustment is located in the solicitation document) 7% OF TOTAL BID AMOUNT

☑ 2% 10 DAYS NET 30 DAYS

BASE CONTRACT

Title	Unit Price	Qty	UofM	Total Price	Description
Seven (7) sweeps annually	$53.96	6982	each	$376,748.72	Seven (7) sweeps annually as indicated on Exhibit 2 routes, including field supervisor and vehicle (Base Price on seven (7) sweeps of 417 CLM each.) Note: Unit of measure will be per "CLM"
Emergency Call Out	$59.99	50	hour	$2,999.50	Emergency Call Out.

ADDITIONAL SWEEPING ITEMS

Title	Unit Price	Qty	UofM	Total Price	Description
Sweeping other than regular sweeping / Optional Sweeping	$97.29	1	hour	$97.29	Sweeping other than regular sweeping (M-TH, 6:00 AM - 4:00 PM) Please provide your pricing for Optional Sweeping. These optional services will not be considered in the base award as they are only potential estimates of services, strictly used on an as needed basis.

C & S SWEEPING SERVICES INC., P. O. BOX 24479, PHOENIX, AZ 85074

Sweeping (off-hours and weekends) / Optional Sweeping	$104.29	1	hour	$104.29	Sweeping other than regular sweeping (M-TH & Weekends, 4:00 PM - 6:00 AM.) Please provide your pricing for Optional Sweeping. These optional services will not be considered in the base award as they are only potential estimates of services, strictly used on an as needed basis.

PRICING SHEET: NIGP CODE 96874

Vendor Number: [redacted]

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2015.**

EXHIBIT B

C & S Sweeping Services, Inc. – Pricing Sheet

C&S Sweeping Services, Inc.

Denver, CO ♦ **Phoenix, AZ** ♦ **Tucson, AZ**

6375 N Colorado Blvd
Commerce City, CO 80022
Phone 303-286-9920
Fax 303-286-6574

PO Box 24479
Phoenix, AZ 85074-4479
Phone 602-252-9471
Fax 602-252-9216
Toll Free 1-800-265-6882

2650 W Verbena Ave
Tucson, AZ 85705
Phone 520-622-5326
Fax 520-622-5327

October 23, 2014

City of Glendale
6210 W. Myrtle Avenue #111
Glendale, AZ 85301-1700

Attn: Bill Sterling

Hi Bill –

Thank you for the opportunity to provide the following quotation for the sweeping needs on the Northern Parkway in Glendale, AZ

Westbound and Eastbound Mainline, Ramps & Cross Roads
$31.00 per curb mile

Sweeping other than regular sweeping (M-F 6:00 AM – 4:00 PM)
$98.00 per hour

Sweeping off-hours and weekends (M-F & Weekends 4:00 PM – 6:00 AM)
$104.00 per hour

Emergency Call Out
$110.00 per hour

Please feel free to give me a call if you have any concerns or questions
602-502-8093.

Thank you,

Pam Frasier

Pam Frasier
C&S Sweeping

NORTHERN PARKWAY
Saival to Dysart
Phase 1 Sweeping Quantities
Eastbound

Mainline

Location	Side	Station	Station	Curb Miles
Sarival Avenue to Reems Road	R/L	81+69	124+60	1.63
Reems Road to Litchfield Road	R/L	141+00	229+00	3.33
Litchfield Rd. to 1/4-mile west of Dysart Rd.	R/L	247+50	286+25	1.47

Ramps

Location	Side	Station	Station	Curb Miles
Sarival Avenue On-Ramp	R/L	11+02	23+48	0.47
Reems Road Off-Ramp	R/L	16+37	25+10	0.33
Reems Road On-Ramp	R/L	11+20	20+02	0.33
Litchfield Road Off-Ramp	R/L	17+05	26+01	0.34
Litchfield Road On-Ramp	R/L	10+96	20+03	0.34

Cross Roads Both North and South

Location	Side	Station	Station	Curb Miles
Sarival Avenue	R/L	32+60	39+90	0.28
Reems Road	R/L	56+95	63+10	0.23
Litchfield Road	R/L	45+00	76+00	1.17

TOTAL				9.93

NORTHERN PARKWAY
Saival to Dysart
Phase 2 Sweeping Quantities
Eastbound

Mainline

Location	Side	Station	Station	Curb Miles
Sarival Ave. to 1/4-mile west of Dysart Rd.	R/L	81+69	286+25	7.75

Ramps

Location	Side	Station	Station	Curb Miles
Sarival Avenue On-Ramp	R/L	11+02	23+48	0.47
Reems Road Off-Ramp	R/L	16+37	25+10	0.33
Reems Road On-Ramp	R/L	11+20	20+02	0.33
Litchfield Road Off-Ramp	R/L	17+05	26+01	0.34
Litchfield Road On-Ramp	R/L	10+96	20+03	0.34

Cross Roads Both North and South

Location	Side	Station	Station	Curb Miles
Sarival Avenue	R/L	32+60	39+90	0.28
Reems Road	R/L	56+95	63+10	0.23
Litchfield Road	R/L	45+00	76+00	1.17

TOTAL				11.25

NORTHERN PARKWAY
Saival to Dysart
Phase 1 Sweeping Quantities
Westbound

Mainline

Location	Side	Station	Station	Curb Miles
1/4-mile west of Dysart Rd. to Litchfield Rd.	R/L	286+25	247+50	1.47
Litchfield Road to Reems Road	R/L	229+00	141+00	3.33
Reems Road to Sarival Avenue	R/L	124+60	91+00	1.27

Ramps

Location	Side	Station	Station	Curb Miles
Litchfield Road Off-Ramp	R/L	21+29	11+04	0.39
Litchfield Road On-Ramp	R/L	27+65	16+77	0.41
Reems Road Off-Ramp	R/L	19+91	10+77	0.35
Reems Road On-Ramp	R/L	23+10	15+59	0.28
Sarival Avenue Off-Ramp	R/L	21+83	11+15	0.40
SR 303L Ramp WS	R/L	5+00	13+54	0.32
TOTAL				8.23

NORTHERN PARKWAY
Saival to Dysart
Phase 2 Sweeping Quantities
Westbound

Mainline

Location	Side	Station	Station	Curb Miles
1/4-mile west of Dysart Rd. to Sarival Ave.	R/L	286+25	91+00	7.40

Ramps

Location	Side	Station	Station	Curb Miles
Litchfield Road Off-Ramp	R/L	21+29	11+04	0.39
Litchfield Road On-Ramp	R/L	27+65	16+77	0.41
Reems Road Off-Ramp	R/L	19+91	10+77	0.35
Reems Road On-Ramp	R/L	23+10	15+59	0.28
Sarival Avenue Off-Ramp	R/L	21+83	11+15	0.40
SR 303L Ramp WS	R/L	5+00	13+54	0.32
TOTAL				9.55

City of Glendale
October 21, 2014

	Frequency	Unit of Measure	Rate	Annual					
Arterial Roads	1 X Month	CLM	$115.00	$142,140.00					
Approx 103 CLM									
Non-Arterial	1 X Quarter	CLM	$69.00	$169,740.00					
Approx 615 CLM									
Downtown Glendale	1 X Week	Flat Rate / Sweep	$428.00	$22,256.00					
	1 X Month	Flat Rate / Sweep	$570.00						
	Before Event	Flat Rate / Sweep	$570.00						
	After Event	Flat Rate / Sweep	$665.00						
Targeting Sweeping	1 X WEEK	CLM	$92.00	$23,920.00					
(MAG) 5 Miles									
Glendale Landfill	2 X Week	Flat Rate / Sweep	$118.00	$12,272.00					
Field Operations	1 X Week	Flat Rate / Sweep	$237.00	$12,324.00					
Cardinal Home Games		Flat Rate / Sweep	$760.00	$6,080.00	Based on 8 home games				
BofA Parking Garage	1 X Month	Flat Rate / Sweep	$885.00						
Includes Hand Blowing	1 X Quarter	Flat Rate / Sweep	$985.00						
	2 X Year	Flat Rate / Sweep	$1,140.00						
Police Parking Garage	1 X Month	Flat Rate / Sweep	$780.00						
Includes Hand Blowing	1 X Quarter	Flat Rate / Sweep	$840.00						
	2 X Year	Flat Rate / Sweep	$960.00						
City Parking Garage	1 X Month	Flat Rate / Sweep	$880.00						
Includes Hand Blowing	1 X Quarter	Flat Rate / Sweep	$960.00						
	2 X Year	Flat Rate / Sweep	$1,085.00						
	Frequency	Unit of Measure							
Glendale Regional	On Call	Per Hour	$95.00						
Public Safety Training									
Parking Lots including	On Call	Per Hour	$95 00						
Parks, Libraries, Dog Parks,									
Fire Departments									
Special Sweeping		Hourly	$85.00						
Monday - Friday									
6:00a.m - 5 00p m.									
Special Sweeping		Hourly	$95.00						
Monday - Friday									
5.00p.m. - 6:00a m.									
AND Holidays									
Emergency Sweeping		Hourly	$105.00						
Northern Parkway									
WB/EB Mainline Ramps and Cross Roads		Curb Mile	$31 00						
Sweeping other than regular sweeping		Hourly	$98.00						
(M-F 6 00 AM - 4 00 PM)									
Sweeping off-hours and weekends		Hourly	$104.00						
(M-F 4 00 PM - 6·00 AM)									
Emergency Call Out		Hourly	$110.00						
				$388,732.00	**TOTAL**				