

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
MIDSTATE MECHANICAL, INC.**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of February 10, 2015, between the City of Glendale, an Arizona municipal corporation (the "City"), and Midstate Mechanical, Inc., Arizona corporation, ("Contractor"), collectively, the "Parties."

RECITALS

- A. On **October 1, 2014**, the **State of Arizona** entered into a contract with Contractor to purchase the goods and services described in the **Job Order Contracting – Mechanical/Plumbing/Electrical Contract, Contract No. ADSPO14-081405**, which is attached hereto as **Exhibit A**. The **Job Order Contracting – Mechanical/Plumbing/Electrical Contract** permits its cooperative use by other governmental agencies including the City. The **Job Order Contracting – Mechanical/Plumbing/Electrical 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 **October 1, 2014**, until the date the contract expires on **September 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 **September 30, 2019**. Renewals are not automatic and shall only occur if the State gives the Contractor notice of its intent to renew. The City may renew this Agreement if the State renews its Cooperative Purchasing Agreement and the City notifies the Contractor if its intent to renew 30 days prior to the expiration of any existing contract term.

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 **\$150,000.00** 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 Montana Slack
6210 W. Myrtle Avenue, Suite #111
Glendale, Arizona 85301
623-930-2621

and

Midstate Mechanical, Inc.
c/o Scott Connor
1850 E. Riverview Dr.
Phoenix, AZ 85034
602-470-1920

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

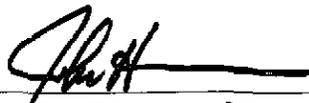
“City”

City of Glendale, an Arizona
municipal corporation

By: 
Brenda S. Fischer, City Manager

“Contractor”

Midstate Mechanical, Inc.
an Arizona corporation

By: 
~~Scott Connor, Director of Operations~~
John Hobbes EMP

ATTEST:


Pamela Hanna, City Clerk (SEAL)

Approved as to Form:


Michael D. Bailey, City Attorney

EXHIBIT A

State of Arizona Contract ADSP014-081405 – Job Order Contracting –
Mechanical/Plumbing/Electrical

State of Arizona - Master Blanket



Master Blanket Purchase Order ADSP014-081405

Header Information

Purchase Order Number:	ADSP014-081405	Release Number:	0	Short Description:	Job Order Contracting - Mechanical/Plumbing/Electrical
Status:	3PS - Sent	Purchaser:	Melissa Bauer	Receipt Method:	Quantity
Fiscal Year:	2015	PO Type:	Blanket	Minor Status:	
Organization:	State of Arizona	Location:	LMTD - SPO/ADOA/Limited	Type Code:	<i>OK - Pen Definitions Section G (Eligible Agencies)</i>
Department:	ADSP0 - State Procurement Office	Entered Date:	10/01/2014 12:04:10 PM	Control Code:	
Alternate ID:		Retainage %:	0.00%	Discount %:	0.00%
Days ARO:	30	Print Dest Detail:	If Different	Pcard Enabled:	No
Catalog ID:		Release Type:	Direct Release	Actual Cost:	\$0.00
Contact Instructions:		Tax Rate:			

Entered Date: 10/01/2014 12:04:10 PM

Master Blanket/Contract End Date (Maximum): 09/30/2019 02:28:00 PM

Project No.:
Building Code:
Cost Code:
Special Purchase Types:
PIJ NUMBER:
Coop Spend To Date:

Attachments: [PO Terms & Conditions, Request for Qualifications - ADSP014-00003728.pdf](#), [Attachment A - Offer and Acceptance Form~3.doc](#), [Attachment C - Operating Manual JOC.pdf](#), [Solicitation Amendment No 1 - ADSP014-00003728.pdf](#), [Attachment B Mechanical Electrical Contractor Information Sheet 2.pdf](#), [Pre-Offer Sign In Sheet-1.pdf](#), [Offer and Acceptance, Attachment B, Project Team Resumes, Org Chart, Qualifications, Subcontractor selection plan, JOC Overview, Regional Map of Awarded Contractors-6.pdf](#), [Award-35.zip](#), [Certificate of Insurance - Endorsements.pdf](#), [Midstate Mechanical Offer and Acceptance.pdf](#), [Procurement-9.zip](#), [Negotiations-9.zip](#), [Negotiation Response Forms-9.zip](#)

Primary Vendor Information & PO Terms

Vendor: 00007717 - MIDSTATE MECHANICAL INC
 Lisa McFate
 1850 E. Riverview Dr.
 Phoenix, AZ 85034
 US
 Email: lmcfate@midstatemechanical.com

Payment Terms: Net 30
Shipping Method: Best Way
Shipping Terms: As Specified
Freight Terms: Freight Allowed

State of Arizona - Master Blanket

Phone: (602)470-1920
 FAX: (602)470-1964

PO Acknowledgements:	Document	Notifications	Acknowledged Date/Time
	Purchase Order	Emailed to lmcate@midstatemechanical.com at 10/01/2014 02:32:06 PM	10/02/2014 02:27:58 PM

Master Blanket/Contract Vendor Distributor List

Vendor ID	Alternative ID	Vendor Name	Preferred Delivery Method	Vendor Distributor Status
<u>000007717</u>	18605494020	MIDSTATE MECHANICAL INC	Email	Active

Master Blanket/Contract Controls

Master Blanket/Contract Begin Date:	10/01/2014	Master Blanket/Contract End Date:	09/30/2015
Cooperative Purchasing Allowed:	Yes		

Organization	Department	Dollar Limit	Dollars Spent to Date	Minimum Order Amount
ALL ORG - Organization Umbrella Master Control	AGY - Agency Umbrella Master Control	\$0.00	\$15,515.38	\$0.00

Item Information

Print Sequence # 1.0, Item # 1: To satisfy ProcureAZ functionality, Submitters shall include a price of \$1.00 in Line Item 1. In the absence of pricing, ProcureAZ will mark the SOQ as a No Bid. 3PS - Sent

NIGP Code: 914-38
 Electrical

Bid # / Bid Item #: ADSP014-00003728 / 1 **Quote # / Quote Item #:** 000027306-R1 / 1

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	0.0	\$0.00	EA - Each	0.00	\$0.00		\$0.00	\$0.00

Manufacturer: _____ Brand: _____ Model: _____

Make: _____ Packaging: _____

Project No.: _____

Building Code: _____

Cost Code: _____

Exit

	Offer and Acceptance		State of Arizona State Procurement Office 100 N.15th Ave., Suite 201 Phoenix, AZ 85007
	SOLICITATION NO.: ADSP014-00003728	PAGE 1	
	OFFEROR:	OF 1	

OFFER

TO THE STATE OF ARIZONA:

The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer. Signature also certifies Small Business status.

Midstate Mechanical
Company Name

1850 East Riverview Drive
Address

Phoenix Arizona 85034
City State Zip

parthur@midstatemechanical.com
Contact Email Address


Signature of Person Authorized to Sign Offer

John Hobbes
Printed Name

Vice President
Title

Phone: 602-452-8720

Fax: 602-452-8791

By signature in the Offer section above, the Offeror certifies:

1. The submission of the Offer did not involve collusion or other anticompetitive practices.
2. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 2009-9 or A.R.S. §§ 41-1461 through 1465.
3. The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. The Offeror certifies that the above referenced organization IS/ X IS NOT a small business with less than 100 employees or has gross revenues of \$4 million or less.

ACCEPTANCE OF OFFER

The Offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by the State.

This Contract shall henceforth be referred to as Contract No. ADSP014-081405

The effective date of the Contract is 10-1-14

The Contractor is cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order, contract release document or written notice to proceed.

State of Arizona
Awarded this 1 day of October 2014

Melissa Bauer
Procurement Officer

	Statement of Work		State of Arizona State Procurement Office 100 N 15th Ave., Suite 201 Phoenix, AZ 85007
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1. **General Terms.** Terms general to the contract.

"Customer" means any State Agency or Cooperative Program Member

"Construction Task Catalogue[®]" means the catalogue containing construction tasks with preset unit prices. All unit prices are based on local labor, material and equipment costs and are for the direct cost of construction only. This Task Catalogue may be revised as necessary

"Cooperative Program Member" means any entity that has signed a Cooperative Purchasing Agreement with the State Procurement Office. Such entities are currently located at [http://spo.az.gov/Cooperative Procurement/SPC/default.asp](http://spo.az.gov/Cooperative_Procurement/SPC/default.asp).

"Owner" shall mean the organization as defined in the Job Order.

"Owner Representative" means the person who is designated as the Owner Representative in the Job Order.

"RFQ" shall mean this Request for Qualifications.

"SOQ" shall mean a Statement of Qualifications in response to this Request for Qualifications.

"Subcontractor" means a person or company providing labor and materials in connection with a Detailed Scope of Work, to the Contractor, or to a subcontractor of any tier.

"Submitter" shall mean individuals, firms, partnerships or corporations submitting their qualifications relative to performance of the architectural, engineering and construction services described in this RFQ.

"Supplier" means a person or company providing materials, supplies or equipment in connection with a Detailed Scope of Work to the Contractor or any Subcontractor.

2. **Background:**

2.1 In May 2010, the State of Arizona initiated a solicitation for JOC Consulting Services for the design and implementation of a Construction Task Catalog[®] based Job Order Contracting system for the State of Arizona. This solicitation culminated in an award to The Gordian Group.

3. **Objective/Scope:**

3.1 A Job Order Contract is an indefinite quantity contract pursuant to which the Contractor may perform an ongoing series of individual projects at different locations throughout the State of Arizona. The Contract documents include a Construction Task Catalog[®] (CTC) containing construction tasks with preset unit prices. All unit prices are based on local labor, material, and equipment costs and include the direct cost of construction only.

3.2 The State of Arizona will be divided into seven (7) separate and distinct regions (see Exhibit III). Contractor may bid on one region, all regions or a combination of regions. Prior to contract award, the Owner and the Contractor will negotiate four (4) Adjustment Factors for each separate region. One Adjustment Factor for performing work during Normal Working Hours for Owner Funded projects, one Adjustment Factor for performing work during Other Than Normal Working Hours for Owner Funded projects, one Adjustment Factor for performing work during Normal Working Hours for Federally Funded projects and one Adjustment Factor for performing work during Other Than Normal Working Hours for Federally Funded projects. The Adjustment Factors will be used to calculate the Job Order Price in accordance with the Operating Manual. The Adjustment Factors shall apply to the unit price of every task in the CTC and shall apply to all work ordered by the Arizona Department of Administration.

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- 3.3 For work ordered, the four (4) Adjustment Factors shall be adjusted to include a 5% License Fee payable to The Gordian Group for the services they provide. The Contractor shall be required to remit the 5% License Fee directly to The Gordian Group within ten (10) days of receipt of payment from a State Agency or Cooperative Program Member.
- 3.4 During the course of the Contract, as projects are identified the Contractor will attend a Joint Scope Meeting(s) with the Owner Representative, Design Professional, and others. The Owner Representative will prepare a Brief Scope of Work and issue a Job Order Proposal Request to the Contractor. The Contractor will then prepare a Proposal for the project including a Price Proposal, Detailed Scope of Work, Construction Schedule, Sketches or Drawings, a list of proposed Subcontractors, and other requested documentation. If the Proposal is found to be acceptable, a Job Order may be issued.
- 3.5 A Job Order will reference the Detailed Scope of Work and set forth the Job Order Completion Time, and the Job Order Price. The Job Order Price is determined by multiplying the preset unit prices by the appropriate quantities and by the appropriate Adjustment Factor. The Job Order Price shall be a lump sum, fixed price for the completion of the Detailed Scope of Work. A separate Job Order will be issued for each project. Changes, deletions, or additions to the Detailed Scope of Work will be contained in the Supplemental Job Orders.
- 3.6 Contractors may be called upon to perform Job Order Development Services, construction, alteration, system replacement, remodeling, renovation, maintenance, and repair of real property in the State of Arizona. Any design work shall be under the direction of a Design Professional appropriately licensed in the State of Arizona. Projects over \$250,000 or any projects involving fire, life and safety shall be under the direction of a Design Professional separately engaged by the Owner and appropriately licensed in the State of Arizona. From time to time Contractors may also be called upon to complete emergency work. The Job Order Proposal will be due within five days of emergency repair completion.

4. Scope:

- 4.1 Services to be performed under this contract will be individual job orders for plumbing, electrical, heating, ventilating and air-conditioning in any public real property, subject to contract terms, conditions and requirements elsewhere stated in the contract. Maintenance shall be routine maintenance, repair and replacement of existing facilities, structures, buildings or real property. Maintenance agreements are excluded. This contract is for services and is not to be used for equipment only purchases. See Special Terms and Conditions, Paragraph 6, Eligible Agencies.

5. Contract Administration:

- 5.1 Contractor shall employ and supply a sufficient workforce, materials and equipment to prosecute the Detailed Scope of Work with such diligence as to maintain a steady rate of progress, prevent work stoppage, and ensure timely completion of each Job Order within the Job Order Completion Time.
- 5.2 Contractor is responsible to complete Section 3 above for the entire Region for which the Contractor is awarded. Regions may have extremely remote locations, an example of which is House Rock Wildlife Area located North of Kanab, 23 miles West of Marble Canyon on Alt US 89, then 22 miles South on a dirt road (Buffalo Ranch Road) to House Rock Ranch Headquarters Rd.
- 5.3 All Job Orders, project notices, requests, instructions, amendments, approvals and claims shall be in writing.
- 5.4 Further instructions and requirements are found in the Operating Manual (Mechanical / Plumbing / Electrical Job Order Contracting).



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1. Definitions

1.1 ProcureAZ terms. ProcureAZ (<https://procure.az.gov>) is the State's online eProcurement system. Although the system was configured for the State's needs, the application is based on a commercial product known as BuySpeed Online, made by Periscope Holdings, Inc. As a result, some of the terms used in the BuySpeed Online application may be semantically different to similar terms used by the State. The following terms are as they appear in *BuySpeed Online* (and *ProcureAZ*), along with their corresponding meanings as they apply to the solicitation.

"Allow Electronic Quote" means an indicator, signifying whether or not offers may be submitted in ProcureAZ.

"Alternate Id" means a data field, in which may contain additional data in order to link a solicitation to a related project, activity or program.

"Amendments" means solicitation amendments.

"Attachments" means the section, as displayed in ProcureAZ, where the solicitation's electronic documents may be attached.

"Available Date" means a data field, in which may contain the date that the solicitation was published.

"Bid", depending on its use may mean solicitation or offer. For example, in the terms "Bid Solicitation" and "Bid Number", the term "Bid" means solicitation. In the terms "Bid Opening Date" and "Pre Bid Conference", "Bid" means offer.

"Bid Method" means the type of solicitation process being conducted.

"Bid Number" means the solicitation's identification number.

"Bid Opening Date" means the date and time that offers are due.

"Bid Solicitation" means solicitation.

"Bill-to Address" means the department address where invoices occurring under any resulting contract may be billed.

"Bulletin Description" means a data field, in which may contain additional information regarding the scope of the solicitation.

"Buyer" means procurement officer.

"Department" means the customer for whom the solicitation is being done.

"Description" means the solicitation's title.

"Fiscal Year" means the State Fiscal Year in which the solicitation was initiated.

"Header Information" means the section of the solicitation, as displayed in ProcureAZ, containing solicitation information other than the line items.

"Info Contact" means a data field, in which may contain the contact information of a person to whom inquiries are to be directed.



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"Item information" means the section of the solicitation, as displayed in ProcureAZ, containing the solicitation's line items.

"Location" means the specific customer, within the department, for whom the solicitation is being done.

"Organization" means the state agency under whose authority the solicitation is being conducted.

"Pre Bid Conference" means pre-offer conference.

"Print Format" means the format of the solicitation's print output.

"Purchaser" means Statewide Contract Officer for this contract.

"Quote" means offer.

"Required Date" means a data field, in which may contain the date that the materials, services or construction are needed by the state.

"Ship-to Address" means the department address where materials, services or construction purchased under any resulting contract may be billed.

"State Procurement Officer of Record" means the Statewide Contract Officer for this contract.

"Type Code" means the category of customers that may use any resulting contract(s). E.g., Single-Agency, Multi-Agency or Statewide.

2.2 General Terms. Terms general to the contract.

"Customer" means any State Agency or Cooperative Program Member

"Cooperative Program Member" means any entity that has signed a Cooperative Purchasing Agreement with the State Procurement Office. Such entities are currently located at http://spo.az.gov/Cooperative_Procurement/SPC/default.asp.

"Owner" shall mean the organization as defined in the Job Order.

"Owner Representative" means the person who is designated as the Owner Representative in the Job Order.

"RFQ" shall mean this Request for Qualifications.

"SOQ" shall mean a Statement of Qualifications in response to this Request for Qualifications.

"Subcontractor" means a person or company providing labor and materials in connection with a Detailed Scope of Work, to the Contractor, or to a subcontractor of any tier.

"Submitter" shall mean individuals, firms, partnerships or corporations submitting their qualifications relative to performance of the architectural, engineering and construction services described in this RFQ.

"Supplier" means a person or company providing materials, supplies or equipment in connection with a Detailed Scope of Work to the Contractor or any Subcontractor.



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2. Solicitation Correspondence

2.1 Correspondence will be directed to the Submitter's contact person indicated in the ProcureAZ profile.

3. Preparation of Statements of Qualifications

3.1. Statement of Qualifications (SOQ) shall be submitted electronically in the ProcureAZ system.

3.2. To submit an SOQ, Submitters must register in the ProcureAZ system. Submitters requiring assistance in the registration process or in maneuvering through the ProcureAZ system may call the Help Desk at 602-542-7600.

3.3. Submitters shall complete and upload all required forms in the solicitation and upload their Statements of Qualifications. **SUBMITTERS SHALL NOT PROVIDE ANY PRICING INFORMATION UNLESS FORMALLY INVITED TO PARTICIPATE IN NEGOTIATIONS.** See Special Instructions, Section 12.3, Items.

3.4. **SOQs must be submitted in the ProcureAZ system on or prior to the date and time indicated. Late SOQs will not be considered.**

3.5. The CTC and the Technical Specifications will be made available to those Submitters selected for Negotiations.

4. Pre-Submittal Conference

4.1 A Pre-Submittal Conference will be held at the time and place indicated in the solicitation's 'Pre-Bid Conference' field as found within the State's e-Procurement system, ProcureAZ (<https://procure.az.gov>). Attendance is not mandatory. The purpose of this conference will be to clarify the contents of this Request for Qualifications in order to prevent any misunderstanding of the State's position. Any doubt as to the requirements of this Request for Qualifications or any apparent omission or discrepancy should be presented to the State at this conference. The State will then determine the appropriate action necessary, if any, and may issue a written amendment to the Request for Qualifications. Oral statements or instructions shall not constitute an amendment to this Request for Qualifications.

5. Professional License/Registration in Arizona

5.1 Contractors shall have at least one or more of the following Arizona Registrar of Contractors licenses: C-11, C-37, C-39, K-11, K-37, K-39, L-11, L-37 or L-39.

6. Exceptions to Terms

6.1 The Submitter shall review the documents listed in the Special Terms and Conditions, Section 3, Documents Incorporated by Reference. If the Submitter wishes to take exception to any terms or conditions listed in the above-mentioned documents, and if the Submitter is selected to participate in negotiations, the Submitter shall submit exceptions to the Procurement Officer, in a manner consistent with Uniform Instructions Section 3.3, during the negotiations process. The Submitter understands that any exceptions taken to the agreement that are not accepted and/or approved by the State may be a reason for the State to formally terminate negotiations.

7. Questions

7.1 Should a prospective Submitter find any ambiguity, inconsistency or error in the Request for Qualifications, or should the prospective Submitter be in doubt as to their meaning, the prospective Submitter shall follow Uniform Instructions Section 2.3.

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8. Restrictions on Communications

- 8.1 The State recognizes that some prospective Submitters may have working relationships with Selection Committee members or employees of the State regarding projects outside of the subject of this Request for Qualifications. In those cases, Submitters may continue communications with such personnel restricted to those projects only. Prospective Submitters are hereby notified that neither they nor members of their team shall communicate with Selection Committee members or employees of the State concerning the subject of this RFQ in any manner. **Failure to abide by this requirement may result in rejection of the Submitter's SOQ.**

9. Amendment(s) Acknowledgement

- 9.1 Amendments will be issued solely through ProcureAZ. It is the responsibility of the Submitter to ensure that it has acknowledged all amendments that have been issued. Submitters shall acknowledge all Solicitation Amendments using the ProcureAZ functionality for amendment acknowledgement. SOQs that are received and have not acknowledged all issued amendments may be deemed non-responsive.
- 9.2 The terms "Addenda" and "Amendment" are to be used interchangeably in these documents.

10. Line Items

- 10.1 To satisfy ProcureAZ functionality, Submitters shall include a price of \$1.00 in Line Item 1. In the absence of pricing, ProcureAZ will mark the SOQ as a No Bid.

11. Selection Criteria and Content for Statements of Qualifications

- 11.1 The Selection Committee will evaluate the SOQs submitted in response to this RFQ. Submitters' competence and qualifications will be evaluated as demonstrated in accordance with the selection criteria below. In selecting material for inclusion in the Submitter's Statement of Qualifications, Submitters should be mindful of the following:
- 11.2 Material submitted should be restricted to Attachment B - SF330 with Arizona Modifications and should not exceed forty (40) pages in length. Each Submitter shall submit only one (1) SOQ in response to this solicitation. Material submitted should be restricted to Attachment B - SF330 with Arizona Modifications (SF330) with the exception being Section D, Organizational Chart of Submitter's Key Personnel, and any additional pages to answer questions. Such additional pages shall be substantially similar to the format of Attachment B and shall clearly indicate the question that the content on the additional page is responding to. Material submitted should not exceed forty (40) pages in length. A list of proposed subcontractors is not required as a part of the SOQ.
- 11.3 The State of Arizona is very diverse in its maintenance and construction needs, including but not limited to work in/about wells, prison facilities, hospital and lab settings, courts, office buildings and residential and commercial buildings. Facilities range from relatively small to fairly large facilities and are located in and beholden to a wide range of weather and transportation conditions all over the State. Additionally Cooperative Program members including schools, cities and counties with their diverse range of needs will have the ability to utilize the resultant contracts. As such, Submitters should submit as widely diverse range of projects and references as possible.
- 11.4 In addition to State funding and associated rules, funding for the projects under resultant contracts may be funded solely or in part by Federal dollars thus requiring compliance with Federal rules and regulations for record-keeping and other aspects.



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11.5 The selection criteria are listed below in their relative order of importance with item 11.5.1 representing the most important item.

11.5.1 Experience and Qualifications.

11.5.2 Management Plan

11.5.3 Subcontractor Selection Plan. - In accordance with ARS § 41-2579 2.e.i, Submitters shall submit a proposed subcontractor selection plan that selects subcontractors based on qualifications alone or on a combination of qualifications and price and does not select subcontractors based on price alone.

12 Required Statement of Qualifications Items

12.1 The SOQ should display clearly and accurately the knowledge, experience, and capacity of the Submitter to meet the requirements of this RFQ. The SOQ shall contain the information requested in the Selection Criteria.

12.2. SOQ's shall be submitted entirely through ProcureAZ. Submissions submitted by any other electronic means or physically delivered will be rejected.

12.3 Submitters shall include the following completed documents in their SOQ in ProcureAZ. The items below are required.

12.3.1 Offer and Acceptance

12.3.2 Attachment B, SF330 with Arizona Modifications

12.3.3 Management Plan – if not included in Attachment B

12.3.4 Sub-Contractor Plan

13 Modifications

13.1 SOQs, and any modifications, presented after the solicitation due date and time will not be considered.

14 Withdrawal of Statements of Qualifications

14.1 Submitters may withdraw their SOQs in ProcureAz at any time prior to the due date and time.

15 Selection Process

15.1 A Selection Committee will evaluate and score each SOQ. The Selection Committee may conduct interviews. *If interviews are conducted, firms that the Selection Committee wishes to interview will receive formal Interview Invitations.*

15.2 After evaluation of the interviews by the Selection Committee, the Selection Committee will create one (1) Final List, divided into Regional sections, and containing up to forty (40) firms. The Final List will show those Submitters in order of preference. Final scores will be based on the combined results of both the interview score and the evaluation of statements of qualifications.



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- 15.3 If interviews are not held by the Selection committee, the Selection committee will create one (1) final List, divided into Regional sections, and containing up to thirty five (35) firms. The Final List will show those Submitters in order of preference utilizing the Selection Criteria outlined in Section 11.5.
- 15.4 Prior to an award, only the names of the firms on the Final List will be available to the public – rankings will not be available at that time.
- 15.5 The Procurement Officer will issue formal Invitations to Negotiate to the highest ranked Submitters on the Final List per Region in accordance with the intended number of awards per Region. Upon successful negotiation of individual contracts agreeable to the State and the individual Submitters, contracts may be executed.
- 15.6 This is a multiple award contract. Up to one hundred five (105) contracts may be awarded to separate firms using this single Request for Qualifications. The state is divided into 7 Regions; based on the evaluation criteria, awards resulting in up to five (5) contractors in each region per discipline are anticipated. A Submitter may be awarded one (1) or more of the Regions for which the Submitter indicated on Attachment B. (see Exhibit III, Regions Map).

16 Interviews

- 16.1 If interviews will be conducted, it is anticipated that interviews will last not more than a total of one (1) hour, the time being allocated between the presentation and question/answer period from the Committee. Time limits will be strictly enforced. The Submitter's interview team must include individuals from the contractors submitted Attachment B - SF330 with Arizona Modifications form. Submitters will appear before the Selection Committee in an order determined by lot. Interviews will center on the Submitters' ability to provide the required services.
- 16.2 If possible, the number of firms interviewed will be at least three more than the number of contracts anticipated per Region.

17 Negotiation of the Agreement

- 17.1 Following the compilation and ranking of firms on the Final List by the Selection Committee, the Procurement Officer may proceed to negotiate agreements for services, commemorated with official Invitations to Negotiate sent to the highest ranked Submitters on the Final List per Region in accordance with the intended number of awards per Region.
- 17.2 Invitations will include the date, time and place of a mandatory negotiations kick-off meeting after which contractors will be given deadlines for submission of their written Negotiations Responses. Negotiation Responses shall include four (4) adjustment factors for each Region for which the Submitter is to be awarded:
- One adjustment factor for normal working hours – Owner Funded Projects
 - One adjustment factor other than normal working hours – Owner Funded Projects
 - One adjustment factor for normal working hours – Federally Funded Projects
 - One adjustment factor for other than normal working hours – Federally Funded Projects
- 17.3 From the Final List, per Region, if the Procurement Officer is unable to negotiate a satisfactory agreement with an individual Submitter, for compensation and on other terms the Procurement Officer determines to be fair and reasonable, negotiations with that Submitter will be formally terminated. The Procurement Officer may then undertake negotiations with the next most qualified Submitter in sequence until an agreement is reached or a determination is made to reject all SOQs for that Region. Once negotiations



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have been terminated with a Submitter, they may not be re-opened with that Submitter for this procurement.

18 Delivery of Insurance Policies or Certificates and Execution of Agreement

18.1 The successful Submitters shall deliver, as instructed, to the Procurement Officer insurance policies or certificates in a form satisfactory to the State and that conforms to the requirements in a manner satisfactory to the State. Failure to do so may result in rejection of the successful Submitter's SOQ and withdrawal of the award.

19 Award or Rejection of Requests for Qualifications

19.1 Submitters shall hold their SOQ's open for one-hundred twenty (120) days after the due date and time.

20 Contract Award

20.1 Contract awards shall be upon the State Procurement Officer of Record's transmission of an executed Offer and Acceptance Form to the successful Submitters.

21 Estimated Quantities

21.1 The State anticipates considerable activity resulting from contracts that will be awarded as a result of this solicitation; however, no commitment of any kind is made concerning quantities actually acquired and the submitter acknowledges that no commitment is made concerning quantities actually acquired. This fact should be taken into consideration by each potential contractor.

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1. Definition of Terms

As used in these Instructions, the terms listed below are defined as follows:

- 1.1 "*Attachment*" means any item the Solicitation requires an Offeror to submit as part of the Offer.
- 1.2 "*Best and Final Offer*" means a revision to an Offer submitted after negotiations are completed that contains the Offeror's most favorable terms for price, service, and products to be delivered. Sometimes referred to as a Final Proposal Revision.
- 1.3 "*Contract*" means the combination of the Solicitation, including the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer, any Clarifications, and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
- 1.4 "*Contract Amendment*" means a written document signed by the Procurement Officer issued for the purpose of making changes in the Contract.
- 1.5 "*Contractor*" means any person who has a Contract with a state governmental unit.
- 1.6 "*Day*" means calendar days unless otherwise specified.
- 1.7 "*eProcurement (Electronic Procurement)*" means conducting all or some of the procurement function over the Internet. Point, click, buy and ship Internet technology is replacing paper-based procurement and supply management business processes. Elements of eProcurement also include Invitation for Bids, Request for Proposals, and Request for Quotations.
- 1.8 "*Exhibit*" means any document or object labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- 1.9 "*Offer*" means a response to a solicitation.
- 1.10 "*Offeror*" means a person who responds to a Solicitation.
- 1.11 "*Person*" means any corporation, business, individual, union, committee, club, or other organization or group of individuals.
- 1.12 "*Procurement Officer*" means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
- 1.13 "*Solicitation*" means an Invitation for Bids ("IFB"), a Request for Technical Offers, a Request for Proposals ("RFP"), a Request for Quotations ("RFQ"), or any other invitation or request issued by the purchasing agency to invite a person to submit an offer.
- 1.14 "*Solicitation Amendment*" means a change to the Solicitation issued by the Procurement Officer.
- 1.15 "*Subcontract*" means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
- 1.16 "*State*" means the State of Arizona and Department or Agency of the State that executes the Contract.

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2. Inquiries

- 2.1 Duty to Examine. It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing (inquiries), and examine its Offer for accuracy before submitting an Offer. Lack of care in preparing an Offer shall not be grounds for modifying or withdrawing the Offer after the Offer due date and time.
- 2.2 Solicitation Contact Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Procurement Officer.
- 2.3 Submission of Inquiries. All inquiries related to the Solicitation are required to be submitted in the State's eProcurement system. All responses to inquiries will be answered in the State's eProcurement system. Any inquiry related to the Solicitation should reference the appropriate solicitation page and paragraph number. Offerors are prohibited from contacting any State employee other than the Procurement Officer concerning the procurement while the solicitation and evaluation are in process.
- 2.4 Timeliness. Any inquiry or exception to the Solicitation shall be submitted as soon as possible and should be submitted at least seven days before the Offer due date and time for review and determination by the State. Failure to do so may result in the inquiry not being considered for a Solicitation Amendment.
- 2.5 No Right to Rely on Verbal or Electronic Mail Responses. An Offeror shall not rely on verbal or electronic mail responses to inquiries. A verbal or electronic mail reply to an inquiry does not constitute a modification of the solicitation.
- 2.6 Solicitation Amendments. The Solicitation shall only be modified by a Solicitation Amendment.
- 2.7 Pre-Offer Conference. If a pre-Offer conference has been scheduled under the Solicitation, the date, time and location shall appear in the State's eProcurement system. Offerors should raise any questions about the Solicitation at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a Solicitation Amendment.
- 2.8 Persons With Disabilities. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Procurement Officer. Requests shall be made as early as possible to allow time to arrange the accommodation.

3. Offer Preparation

- 3.1 Electronic Documents. The Solicitation is provided in an electronic format. Offerors are responsible for clearly identifying any and all changes or modifications to any Solicitation documents upon submission to the State's eProcurement system. Any unidentified alteration or modification to any Solicitation, attachments, exhibits, forms, charts or illustrations contained herein shall be null and void. Offeror's electronic files shall be submitted in a format acceptable to the State. Acceptable formats include .doc and .docx (Microsoft Word), .xls and .xlsx (Microsoft Excel), .ppt and .pptx (Microsoft PowerPoint) and .pdf (Adobe Acrobat). Offerors wishing to submit files in any other format shall submit an inquiry to the Procurement Officer.
- 3.2 Evidence of Intent to be Bound. The Offer and Acceptance form within the Solicitation shall be submitted with the Offer in the State's eProcurement system and shall include a signature by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of an intent to be bound, such as a signature, shall result in rejection of the Offer.

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- 3.3 Exceptions to Terms and Conditions. All exceptions included with the Offer shall be submitted in the State's eProcurement system in a clearly identified separate section of the Offer in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically accepted by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered by the State as a part of any resulting Contract.
- 3.3.1 Invitation for Bids. An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.
- 3.3.2 Request for Proposals. All exceptions that are contained in the Offer may negatively impact an Offeror's susceptibility for award. An Offer that takes exception to any material requirement of the solicitation may be rejected.
- 3.4. Subcontracts. Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.
- 3.5. Cost of Offer Preparation. The State will not reimburse any Offeror the cost of responding to a Solicitation.
- 3.6. Federal Excise Tax. The State is exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be provided by the State.
- 3.7 Provision of Tax Identification Numbers. Offerors are required to provide their Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number in the space provided on the Offer and Acceptance form.
- 3.7.1 Employee Identification. Offeror agrees to provide an employee identification number or social security number to the State for the purposes of reporting to appropriate taxing authorities, monies paid by the State under this Contract. If the federal identifier of the Offeror is a social security number, this number is being requested solely for tax reporting purposes and will be shared only with appropriate state and federal officials. This submission is mandatory under 26 U.S.C. § 6041A.
- 3.8 Identification of Taxes in Offer. The State is subject to all applicable state and local transaction privilege taxes. All applicable taxes shall be identified as a separate item offered in the Solicitation. When applicable, the tax rate and amount shall be identified on the price sheet.
- 3.9 Disclosure. If the person submitting this Offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall set forth the name and address of the governmental unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.
- 3.10 Delivery. Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all freight, delivery and unloading at the destination(s).
- 3.11 Federal Immigration and Nationality Act. By signing of the Offer, the Offeror warrants that both it and all proposed subcontractors are in compliance with federal immigration laws and regulations (FINA) relating to the immigration status of their employees. The State may, at its sole discretion require evidence of

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compliance during the evaluation process. Should the State request evidence of compliance, the Offeror shall have five days from receipt of the request to supply adequate information. Failure to comply with this instruction or failure to supply requested information within the timeframe specified shall result in the Offer not being considered for contract award.

- 3.12 Offshore Performance of Work Prohibited. Any services that are described in the specifications or scope of work that directly serve the State or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in the Offer.

4. Submission of Offer

- 4.1 Offer Submission, Due Date and Time. Offerors responding to a Solicitation must submit the Offer electronically through the State's eProcurement system. Offers shall be received before the due date and time stated in the solicitation. Offers submitted outside of the State's eProcurement system or those that are received after the due date and time shall be rejected.
- 4.2 Offer and Acceptance. Offers shall include a signed Offer and Acceptance form. The Offer and Acceptance form shall be signed with a signature by the person authorized to sign the Offer, and shall be submitted in the State's eProcurement system with the Offer no later than the Solicitation due date and time. Failure to return an Offer and Acceptance form may result in rejection of the Offer.
- 4.3 Solicitation Amendments. A Solicitation Amendment shall be acknowledged in the State's eProcurement system no later than the Offer due date and time. Failure to acknowledge a Solicitation Amendment may result in rejection of the Offer.
- 4.4 Offer Amendment or Withdrawal. An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.
- 4.5 Confidential Information. If an Offeror believes that any portion of an Offer, protest, or correspondence contains a trade secret or other proprietary information, the Offeror shall clearly designate the trade secret and other proprietary information, using the term "confidential." An Offeror shall provide a statement detailing the reasons why the information should not be disclosed including the specific harm or prejudice that may arise upon disclosure. The Procurement Officer shall review all requests for confidentiality and provide a written determination. Until a written determination is made, a Procurement Officer shall not disclose information designated as confidential except to those individuals deemed to have a legitimate State interest. In the event the Procurement Officer denies the request for confidentiality, the Offeror may appeal the determination to the State Procurement Administrator within the time specified in the written determination. Contract terms and conditions, pricing, and information generally available to the public are not considered confidential information.
- 4.6 Public Record. All Offers submitted and opened are public records and must be retained by the State for six years. Offers shall be open and available to public inspection through the State's eProcurement system after Contract award, except for such Offers deemed to be confidential by the State.
- 4.7 Non-collusion, Employment, and Services. By signing the Offer and Acceptance form or other official contract form, the Offeror certifies that:
- 4.7.1 The Offeror did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and

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4.7.2 The Offeror does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with an applicable federal, state and local laws and executive orders regarding employment.

5. Evaluation

- 5.1 Unit Price Prevails. In the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
- 5.2 Taxes. If the products and/or services specified require transaction privilege or use taxes, they shall be described and itemized separately on the Offer. Arizona transaction privilege and use taxes shall not be considered for evaluation.
- 5.3 Prompt Payment Discount. Prompt payment discounts of thirty (30) days or more set forth in an Offer shall be deducted from the Offer for the purpose of evaluating that price.
- 5.4 Late Offers. An Offer submitted after the exact Offer due date and time shall be rejected.
- 5.5 Disqualifications. An Offeror (including each of its principals) who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall have its Offer rejected.
- 5.6 Offer Acceptance Period. An Offeror submitting an Offer under the Solicitation shall hold its Offer open for the number of days from the Offer due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for Offer acceptance, the number of days shall be one hundred twenty (120). If a Best and Final Offer is requested pursuant to a Request for Proposals, an Offeror shall hold its Offer open for one hundred twenty (120) days from the Best and Final Offer due date.
- 5.7 Waiver and Rejection Rights. Notwithstanding any other provision of the Solicitation, the State reserves the right to:
 - 5.7.1 Waive any minor informality;
 - 5.7.2 Reject any and all Offers or portions thereof; or
 - 5.7.3 Cancel the Solicitation.

6. Award

- 6.1 Number of Types of Awards. The State reserves the right to make multiple awards or to award a Contract by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, or regional awards, whichever is most advantageous to the State.
- 6.2 Contract Inception. An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the Procurement Officer's signature on the Offer and Acceptance form. A notice of award or of the intent to award shall not constitute acceptance of the Offer.
- 6.3 Effective Date. The effective date of the Contract shall be the date that the Procurement Officer signs the Offer and Acceptance form or other official contract form, unless another date is specifically stated in the Contract.

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7. Protests

A protest shall comply with and be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9 and rules adopted thereunder. Protests shall be in writing and be filed with both the Procurement Officer of the purchasing agency and with the State Procurement Administrator. A protest of the Solicitation shall be received by the Procurement Officer before the Offer due date. A protest of a proposed award or of an award shall be filed within ten (10) days after the Procurement Officer makes the procurement file available for public inspection. A protest shall include:

- 7.1 The name, address, email address and telephone number of the interested party;
- 7.2 The signature of the interested party or its representative;
- 7.3 Identification of the purchasing agency and the Solicitation or Contract number;
- 7.4 A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
- 7.5 The form of relief requested.

8. Comments Welcome

The State Procurement Office periodically reviews the Uniform Instructions to Offerors and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 201, Phoenix, Arizona, 85007.

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1. DEFINITIONS:

1.1. **ProcureAZ terms.** ProcureAZ (<https://procure.az.gov>) is the State's online eProcurement system. Although the system was configured for the State's needs, the application is based on a commercial product known as BuySpeed Online, made by Periscope Holdings, Inc. As a result, some of the terms used in the BuySpeed Online application may be semantically different to similar terms used by the State. The following terms are as they appear in BuySpeed Online (and ProcureAZ), along with their corresponding meanings as they apply to the solicitation.

"Allow Electronic Quote" means an indicator, signifying whether or not offers may be submitted in ProcureAZ.

"Alternate Id" means a data field, in which may contain additional data in order to link a solicitation to a related project, activity or program.

"Amendments" means solicitation amendments.

"Attachments" means the section, as displayed in ProcureAZ, where the solicitation's electronic documents may be attached.

"Available Date" means a data field, in which may contain the date that the solicitation was published.

"Bid", depending on its use may mean solicitation or offer. For example, in the terms "Bid Solicitation" and "Bid Number", the term "Bid" means solicitation. In the terms "Bid Opening Date" and "Pre Bid Conference", "Bid" means offer.

"Bid Method" means the type of solicitation process being conducted.

"Bid Number" means the solicitation's identification number.

"Bid Opening Date" means the date and time that offers are due.

"Bid Solicitation" means solicitation.

"Bill-to Address" means the department address where invoices occurring under any resulting contract may be billed.

"Bulletin Description" means a data field, in which may contain additional information regarding the scope of the solicitation.

"Buyer" means procurement officer.

"Department" means the customer for whom the solicitation is being done.

"Description" means the solicitation's title.

"Fiscal Year" means the State Fiscal Year in which the solicitation was initiated.

"Header Information" means the section of the solicitation, as displayed in ProcureAZ, containing solicitation information other than the line items.

"Info Contact" means a data field, in which may contain the contact information of a person to whom inquiries are to be directed.

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"Item information" means the section of the solicitation, as displayed in ProcureAZ, containing the solicitation's line items.

"Location" means the specific customer, within the department, for whom the solicitation is being done.

"Organization" means the state agency under whose authority the solicitation is being conducted.

"Pre Bid Conference" means pre-offer conference.

"Print Format" means the format of the solicitation's print output.

"Purchaser" means Statewide Contract Officer for this contract.

"Quote" means offer.

"Required Date" means a data field, in which may contain the date that the materials, services or construction are needed by the state.

"Ship-to Address" means the department address where materials, services or construction purchased under any resulting contract may be billed.

"Type Code" means the category of customers that may use any resulting contract(s). E.g., Single-Agency, Multi-Agency or Statewide.

1.2. **General Terms.** Terms general to the contract.

"Customer" means any State Agency or Cooperative Program Member

"Cooperative Program Member" means any entity that has signed a Cooperative Purchasing Agreement with the State Procurement Office. Such entities are currently located at http://spo.az.gov/Cooperative_Procurement/SPC/default.asp.

"Owner" shall mean the purchasing Customer for the Job Order.

"Owner Representative" means the person who is designated as the Owner Representative in the Job Order.

"RFQ" shall mean this Request for Qualifications.

"SOQ" shall mean a Statement of Qualifications in response to this Request for Qualifications.

"Subcontractor" means a person or company providing labor and materials in connection with a Detailed Scope of Work, to the Contractor, or to a subcontractor of any tier.

"Submitter" shall mean individuals, firms, partnerships or corporations submitting their qualifications relative to performance of the architectural, engineering and construction services described in this RFQ.

"Supplier" means a person or company providing materials, supplies or equipment in connection with a Detailed Scope of Work to the Contractor or any Subcontractor.

1.3. Additional definitions appear in the Operating Manual (Mechanical / Plumbing / Electrical Job Order Contracting) and shall be applicable to this document.

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2. Order of Precedence

- 2.1 In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
- 2.1.1. Special Terms and Conditions;
 - 2.1.2. Uniform Terms and Conditions;
 - 2.1.3. Scope of Work
 - 2.1.4. Operating Manual (Mechanical / Plumbing / Electrical Job Order Contracting);
 - 2.1.5. Drawings and Technical Specifications;
 - 2.1.6. Specific Job Order (See Operating Manual, Mechanical / Plumbing / Electrical Job Order Contracting)
 - 2.1.7. Job Order and Supplemental Orders;
 - 2.1.8. Construction Task Catalog[®];
 - 2.1.9. Attachments;
 - 2.1.10. Exhibits;
 - 2.1.11. Other documents referenced or included in the solicitation.

3. Documents Incorporated by Reference

- 3.1. The Arizona State Procurement Code is hereby incorporated by reference and may be viewed at www.spo.az.gov.
- 3.2. This contract is hereby incorporated by reference into any Job Order placed under this contract.

4. Term of Contract

- 4.1 The Job Order Contract term shall commence upon award, unless otherwise specified, and will continue for one (1) year unless canceled, terminated, or extended as otherwise provided herein. The Contract shall not bind nor purport to bind, the State for any contractual commitment in excess of the original Job Order Contract term.
- 4.2 The term of the Contract is one year with four (4) bilateral option periods. Both parties must agree to extend the Contract for an option period. The term of each option period is one year. The State and the Contractor may agree to extend the term of an option period.

5. Contract Documents

- 5.1 The Contract documents are the following, as amended from time to time:
 - 5.1.1. Request for Qualifications and all Table of Contents items;
 - 5.1.2. Submitted Statement of Qualifications and Final Negotiations Documents; and
 - 5.1.3. Solicitation Amendments and Contract Amendments.
 - 5.1.4. Any resultant AIA Documents

6. Eligible Agencies

- 6.1 This contract shall be for the optional use of all State of Arizona departments, agencies, commissions and boards for jobs under the Statement of Work up to \$1,000,000. In addition, eligible universities, political subdivisions and nonprofit educational or public health institutions may participate at their discretion and up to their authorized dollar threshold, if any. In order to participate in this contract, a university, political subdivision, or nonprofit educational or public health institution shall have entered into a Cooperative



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Purchasing Agreement with the Department of Administration, State Procurement Office as required by Arizona Revised Statute § 41-2632.

7. Quantity of Work

7.1 The State makes no commitment to the Contractor as to a minimum number or value of Job Orders. The Minimum Contract Value is \$0.00. The State will use this Contract on an as-needed basis.

8. Regional Work

8.1 Customers shall use the Contractor according to the Region(s) for which the Contractor received an award.

8.1.1. In the event none of the awarded contractors are available in the Region where the Customer's Job Order work site is located, the Customer may offer the Job Order to one or more contractors that received an award for immediately neighboring Regions.

8.1.2. In the event the Job Order work site transcends one or more Regions, the Customer may offer the Job Order to one or more contractors awarded for those Regions.

9. Administrative Fee

9.1 Contractor shall pay an Administrative Fee in the amount of one percent (1%) of the total contract sales. The Administrative Fee is calculated based on all sales transacted under the contract, minus all taxes and any returns or credits. The Administrative Fee shall not be charged directly to the customer, e.g., as a separate line item, a fee or a surcharge, but shall be included in the contractor's adjustment factors.

9.2 The Administrative Fee shall be paid to The Gordian Group who will then remit payment to the State on behalf of the Contractor (See Operating Manual – Mechanical / Plumbing / Electrical, Section 17, *Cooperative Purchasing*).

9.3 At its option, the State may limit the applicability of the Administrative Fee to contract sales from some customers and not to others, e.g., fee is only applicable to sales from members of the State Purchasing Cooperative and not sales to State Agencies. See the State's website for more information in this regard. The State will provide thirty (30) days written notice before exercising or changing this option.

9.4 Failure to remit Administrative fees in a timely manner or remit fees inconsistent with the contract's requirements may result in the State exercising any recourse available under the contract including a third party audit of all contract activity. Should an audit be required by the State, the contractor shall reimburse the State for all costs associated with the audit up to \$5,000 or one (1%) percent of the contract's estimated annual value, whichever is higher.

10. Time of Completion

10.1 Substantial Completion and Final Completion dates will be specified in each Job Order.

11. Familiarity with the Site

11.1. General: The Contractor, Subcontractors and Suppliers shall be responsible for taking all appropriate field measurements necessary for the Job Order and shall be responsible for the accuracy of those measurements. Failure to adhere to this provision shall render such delays the responsibility of the Contractor. No allowance will be made on behalf of the Contractor or Subcontractor for errors due to their negligence in failing to familiarize themselves with the existing site conditions. Signature on the Form of Job Order by the Contractor

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is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Detailed Scope of Work is to be performed and correlated personal observations with requirements of the Job Order. By signing the Form of Job Order, the Contractor represents that the Job Order enables the Contractor to: determine the Job Order Price, perform the Job Order, and otherwise fulfill all of its obligations thereunder; including, but not limited to, Contractor's obligation to complete the Detailed Scope of Work for the Job Order Price within the Job Order Completion Time.

- 11.2. **Utilities:** In connection with the foregoing and as limited by A.R.S. Title 40, Chapter 2, Article 6.3 (Blue Stake), the contractor shall be solely responsible for locating (and shall locate prior to commencing the Job Order) all active utility lines, telephone company lines and cable, sewer lines, water pipes, gas line, electrical line, including, without limitation, all buried pipelines and buried telephone cables and shall perform the Detailed Scope of Work in such a manner so as to avoid damaging any such lines, cables, pipes and pipelines. If the Contractor performs any construction activity knowing or, when the Contractor reasonably, should know that the activity involves an error, inconsistency, or omission in the Job Order, the Contractor shall assume appropriate responsibility for such performance and shall bear a reasonable amount of the costs for any required corrections. The requirement of reasonableness does not increase the standard of ordinary care required by the Contractor.
- 11.3. **Compliance with Laws:** If the Contractor performs work in violation of jurisdictional requirements (laws, regulations, codes, ordinances and regulations) and knew, or should have known, about the jurisdictional requirement, the Contractor is solely responsible for all costs associated with the violating work and the cost to correct the violating work, including fines and any other punitive action levied by the jurisdiction.

12. Economic Price Adjustment

- 12.1 The Contractor's Adjustment Factors shall be adjusted as set forth in the Operating Manual (Mechanical / Plumbing / Electrical Job Order Contracting).

13. Payments

- 13.1 Payments shall be made in accordance with Section 12, Measurement and Payment, of the Operating Manual (Mechanical / Plumbing / Electrical Job Order Contracting).

14. Statutory Review

- 14.1 Established in 1967 and enabled under ARS §41-791.01, the Statutory Review Section of Building & Planning Services is charged with the review and approval of State funded construction projects, Capital Outlay or Building Renewal, exceeding \$50,000.00 Any construction project for Life/Safety, regardless of amount, is to be submitted for Statutory Review and approval.

15. Commencement and Progress of the Job Order

- 15.1. Work shall not commence until the Owner issues a Notice to Proceed for the Job Order.
- 15.2. The Contractor shall keep the Owners Representative informed and shall notify the Owners Representative promptly in writing of any materials, work, fabrication, and equipment which may not be timely and available for purposes of the Job Order. This includes anything that would jeopardize the Contractor's ability to meet the Job Order Completion Time or, if applicable, dates in schedules agreed upon by the Owner and the Contractor in writing.
- 15.3. The Contractor shall employ and supply a sufficient force of workers, material, and equipment and shall prosecute the Detailed Scope of Work with such diligence so as to maintain the rate of progress required

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to meet the Job Order Completion Time and, if required, any schedules agreed upon by the Owners Representative and the Contractor in writing.

- 15.4. Extension of time provided for the completion of the Job Order shall be the Contractor's sole remedy for delay except as provided by statute, including A.R.S. § 41-2617, and except to the extent that interfering acts of the Owner continue after Contractor's written notice to Owner of such interference. The Owner's exercise of any of its rights under the Contract, including, without limitation, its rights regarding changes in the Detailed Scope of Work, or the Owner's exercise of any of its remedies of suspension of the Detailed Scope of Work, or requirement of correction or re-execution of any defective work, shall not under any circumstances be construed as interference with the Contractor's performance of the Detailed Scope of Work.

16. Performance and Payment Bonds

- 16.1 Performance and Payment Bonds will be required of the Contractor, per Job Order within five (5) days of request by the Owner if the value of a construction award exceeds the amount established by A.R.S. § 41-2535. If the value of a construction award is less than the amount established by A.R.S. § 41-2535 bonds may be required at the sole discretion of the Owner. See Exhibit 2 for required forms. The Performance and Payment Bonds shall have a penal sum equal to or greater than the Job Order Price, pursuant to A.R.S. § 41-2574, and shall not include any design services, Job Order Development Services, finance services, maintenance services, operations services or other related services included in the contract.
- 16.2 The bonds required by this section shall be provided solely by one or more surety companies holding a Certificate of Authority to transact surety business in this State of Arizona issued by the Director of the Department of Insurance pursuant to A.R.S. § 20, Chapter 2, Article 1. The surety bond or bonds shall not be executed by individual surety or sureties, even if the requirement of A.R.S. § 7-101 are satisfied.
- 16.3 The cost of the Payment and Performance Bonds shall be paid by the Owner to the Contractor as a Non Prepriced Task without mark-up. Provided, however, that the payment for such Payment and Performance Bonds shall not exceed 2% of the Job Order Price.

17. Final Payment

- 17.1. Final payment constitutes a waiver of Claims by the Owner with the exception of:
- 17.1.1. Unsettled liens, claims or security interests;
 - 17.1.2 Work not completed in accordance with the Detailed Scope of Work; and
 - 17.1.3 Special warranties proscribed by the JOC Contract Documents.
- 17.2 Acceptance of final payment by the Contractor, a Subcontractor or material supplier, constitutes a waiver of claims to any compensation: 1) previously identified in writing and 2) not included in the request for final payment as remaining outstanding.

18 Default.

- 18.1 Contractor may be deemed to be in default if, at any time during the performance of the Contract, Contractor initiates or is party to actions including, but not limited to:
- 18.1.2 Failure to provide the State with acceptable proof of compliance with prescribed insurance requirements;
 - 18.1.3 Failure in a material way to correct services not in conformance with the Contract;



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- 18.1.4 Repeated failure to comply with the requirements of the Contract;
- 18.1.5 Material and/or repeated disregard of or failure to comply with laws, ordinances, rules, regulations, orders of any public authority having jurisdiction or applicable safety standards or building codes;
- 18.1.6 Failure, neglect, or refusal to proceed with the performance of the Contract in a prompt, safe and diligent manner;
- 18.1.7 Failure to promptly pay all monies due to subcontractors, vendors, or others for materials and services in connection with the Work; or
- 18.1.8 Attempting to assign this Contract without obtaining the State Procurement Officer of Record's prior consent.

19 **Indemnification Clause**

To the extent allowed by law, Contractor shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

20 **INSURANCE REQUIREMENTS:**

Contractor and subcontractors shall procure and maintain, until all of their obligations, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

- 20.1 **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

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20.1.1 Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability and XCU coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000
- Fire Legal Liability \$50,000

20.1.1.1 The policy shall be endorsed (BLANKET ENDORSEMENTS WILL NOT BE ACCEPTED) to include the following additional insured language: ***“The State of Arizona and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.”***

20.1.1.2 Policy shall contain a waiver of subrogation endorsement (BLANKET ENDORSEMENTS WILL NOT BE ACCEPTED) in favor of the State of Arizona and its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

20.1.2 Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

20.1.2.1 The policy shall be endorsed (BLANKET ENDORSEMENTS WILL NOT BE ACCEPTED) to include the following additional insured language: ***“The State of Arizona and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor.”***

20.1.2.2 Policy shall contain a waiver of subrogation endorsement (BLANKET ENDORSEMENTS WILL NOT BE ACCEPTED) in favor of the State of Arizona and its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

20.1.2.3 Policy shall contain a severability of interest provision.



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20.1.3 Worker's Compensation and Employers' Liability

Workers' Compensation Statutory
Employers' Liability

Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

20.1.3.1 Policy shall contain a waiver of subrogation endorsement (BLANKET ENDORSEMENTS WILL NOT BE ACCEPTED) in favor of the State of Arizona and its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

20.1.3.2 This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

20.1.4 Builders Risk

If this Job Order includes the construction, renovation, rehabilitation and/or repairs of specified buildings or structures the Contractor shall provide a Builder's Risk policy in an amount at least equal to the Job Order Price. The direct cost of such Builder's Risk policy shall be reimbursed by the State as a Non-Prepriced Task without mark-up.

The Customer Contractor, subcontractor and any others with an insurable interest in the work shall be **Named Insureds** on the policy.

20.1.4.1 Coverage shall be written on an "all risk", replacement cost basis and **shall include coverage for flood and earth movement as well as coverage for losses that may occur during equipment testing and commissioning.**

20.1.4.2 Policy shall be maintained until whichever of the following shall first occur: (1) final payment has been made; or, (2) until no person or entity, other than the State of Arizona, has an insurable interest in the property required to be covered.

20.1.4.3 Policy shall be endorsed such that the insurance shall not be canceled or lapse because of any partial use or occupancy by the State of Arizona.

20.1.4.4 The Policy must provide coverage from the time the equipment/material becomes the responsibility of the Contractor and shall continue without interruption during the installation, including any time during which the equipment/material is being transported to the installation site, or awaiting installation, whether on or off site.

20.1.4.5 Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by the Contractor for the State of Arizona.

20.1.4.6 If the Owner, Subcontractors, or Subcontractors are damaged by the failure or neglect of the Contractor to purchase or maintain insurance as described above, then the Contractor shall bear all reasonable costs properly attributable thereto.



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- 20.1.4.7 If the property insurance requires minimum deductibles, the Contractor shall pay costs not covered because of such deductibles. If the Contractor or insurer increases the required minimum deductibles above the amounts so identified or if the Contractor elects to purchase this insurance with voluntary deductible amounts, the Contractor shall be responsible for payment of the additional costs not covered because of such increased or voluntary deductibles.
- 20.1.4.8 Partial occupancy or use shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.
- 20.1.4.9 The policies required in this section shall be endorsed to include the Customer (if a State Agency, the Customer is the State of Arizona), its agents and employees as Loss Payee and shall stipulate that the insurance afforded shall be primary insurance and that any other insurance or self-insured retention providing coverage to the Customer (if a State Agency, the Customer is the State of Arizona) and Owner, or to its agents or employees, shall be excess and not contributory insurance to the insurance provided by Contractor.
- 20.1.4.10 The Contractor shall purchase and maintain, and furnish evidence of, Builder's Risk/Installation Insurance as the Job Order requires. At a minimum, the policy limits of such insurance shall be equal in face amount to the full Job Order amount. At the option of the Owner or if called for elsewhere in the Contract Documents, the Contractor shall furnish evidence of such insurance with limits up to the full value of the building under construction or renovation. Such insurance shall include the interest of the Owner, its employees and agents, and of the Contractor, its employees and agents, and of all Subcontractor, Sub-subcontractors and their employees and agents.
- 20.1.5 **Installation Floater** \$ cost of equipment to be installed (required for Job Orders initially \$100,000 or less)
If this Job Order includes installation of personal property and equipment, such as plumbing, electrical, heating, cooling, air conditioning, cabinetry and alarm type installations, the Contractor shall provide an Installation Floater policy in an amount equal to the initial Contract Amount plus additional coverage equal to contract amount for all subsequent change orders.
- 20.1.5.1 The Customer Contractor, subcontractor and any others with an insurable interest in the work shall be **Named Insureds** on the policy.
- 20.1.5.2 Coverage shall be written on an all risk, replacement cost basis and **shall include coverage for flood and earth movement** as well as coverage for losses that may occur during **equipment testing**.
- 20.1.5.3 Policy shall be maintained until whichever of the following shall first occur: (1) final payment has been made; or, (2) until no person or entity, other than the State of Arizona, has an insurable interest in the property required to be covered.
- 20.1.5.4 Policy shall be endorsed such that the insurance shall not be canceled or lapse because of any partial use or occupancy by the State of Arizona.



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- 20.1.5.5 The Policy must provide coverage from the time the equipment/material becomes the responsibility of the Contractor and shall continue without interruption during the installation, including any time during which the equipment/material is being transported to the installation site, or awaiting installation, whether on or off site.
- 20.1.5.6 Policy shall contain a waiver of subrogation endorsement (BLANKET ENDORSEMENTS WILL NOT BE ACCEPTED) in favor of the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by the Contractor for the State of Arizona.
- 20.1.5.7 If the Owner, Subcontractors, or Subcontractors are damaged by the failure or neglect of the Contractor to purchase or maintain insurance as described above, then the Contractor shall bear all reasonable costs properly attributable thereto.
- 20.1.5.8 If the property insurance requires minimum deductibles, the Contractor shall pay costs not covered because of such deductibles. If the Contractor or insurer increases the required minimum deductibles above the amounts so identified or if the Contractor elects to purchase this insurance with voluntary deductible amounts, the Contractor shall be responsible for payment of the additional costs not covered because of such increased or voluntary deductibles.
- 20.1.5.9 Partial occupancy or use shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.
- 20.1.5.10 The policies required in this Section shall be endorsed to include the Customer (if a State Agency, the Customer is the State of Arizona), its agents and employees as Loss Payee and shall stipulate that the insurance afforded shall be primary insurance and that any other insurance or self-insured retention providing coverage to the Customer (if a State Agency, the Customer is the State of Arizona) and Owner, or to its agents or employees, shall be excess and not contributory insurance to the insurance provided by Contractor.
- 20.1.5.11 The Contractor shall purchase and maintain, and furnish evidence of, Builder's Risk/Installation Insurance as the Job Order requires. At a minimum, the policy limits of such insurance shall be equal in face amount to the full Job Order amount. At the option of the Owner or if called for elsewhere in the Contract Documents, the Contractor shall furnish evidence of such insurance with limits up to the full value of the building under construction or renovation. Such insurance shall include the interest of the Owner, its employees and agents, and of the Contractor, its employees and agents, and of all Subcontractor, Sub-subcontractors and their employees and agents.

20.2 **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

- 20.2.1 The State of Arizona and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees wherever additional insured status is required. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.



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20.2.2 The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.

20.2.3 Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

20.3 **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to the State of Arizona and the Owner Agency if applicable and shall be sent by certified mail, return receipt requested.

20.4 **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

20.5 **VERIFICATION OF COVERAGE:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Per Job Order, Contractor shall furnish the Owner Agency with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) to include Builders Risk and/or Installation Floater Insurance as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to **(Arizona State Procurement Office, Attn. Procurement Officer, 100 N. 15th Avenue, Suite 201, Phoenix, AZ 85007)**. The State of Arizona project/contract number and project description are to be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT DIVISION.**

20.6 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

20.7 Failure on the part of the Contractor to procure or maintain the required insurance shall constitute a material breach of contract, upon which the Owner may immediately terminate this agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the Owner shall be repaid by the Contractor to the Owner upon demand, or the Owner may offset the cost of the premiums against any monies due to the Contractor from the Owner. Costs for coverages in excess of those required shall not be charged to the Owner without prior written approval of the Owner.

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- 20.8 The Owner reserves the right to request and receive, within ten calendar days, certified copies of any or all of the above policies and endorsements.
- 20.9 Contractor and its insurers providing the required coverages shall waive their rights of recovery against the Owner and its agents and employees.
- 20.10 **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- 20.11 **APPROVAL:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the Department of Administration, Risk Management Division, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.
- 20.12 **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.
- 20.13 **OWNER'S LIABILITY INSURANCE:** The Owner, at its option, may purchase and maintain other insurance for self-protection against claims, which may arise from operations under the Contract.
- 20.14 **LOSS OF USE INSURANCE:** The Owner, at the Owner's option, may purchase and maintain such insurance or self-insurance program as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused.
- 20.14.1 If the Owner requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Contractor shall, if possible, include such insurance, and the cost thereof shall be paid by the Customer to the Contractor as a Non-Prepriced Task without mark-up. If such insurance is not obtainable by the Contractor, the Contractor shall immediately notify the Owner.
- 20.14.2 Before an exposure to loss may occur, the Contractor shall file within 14 calendar days of request with the Owner a certified copy of each policy that includes insurance coverages required by this Paragraph 19. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 50 days' prior written notice has been given to the Owner.
- 20.15 *The Owner requires the right to request and receive, within ten calendar days, additional certified copies of any or all of the above policies and endorsements.*
- 20.16 Failure on the part of the Contactor to procure or maintain the required insurance shall constitute a material breach of contract, upon which the Owner may immediately terminate this agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the Owner shall be repaid by Contractor to the Owner upon demand, or the Owner may offset the cost of the premiums against any monies due to the Contractor from the Owner..

21. Asbestos Containing Material

- 21.1 Contractor is on notice that asbestos containing materials (ACM) are present in buildings owned and operated by the Arizona Department of Administration (ADOA). Where ACM are not previously identified

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by inspection reports, Contractors must assume that all building materials, except for unpainted wood, metal or glass, are ACM.

- 21.2 ADOA is the only source of information concerning asbestos in its facilities. Prior to commencement of work on or in any ADOA-owned and operated building, the Contractor shall comply with the following:
- 21.3 Contractor must contact the ADOA General Services Division (GSD), Building and Planning Services (BPS), at 602-542-1968, to obtain asbestos inspection reports and processing information relevant to the proposed scope of work.
- 21.4 Contractor and ADOA GSD BPS shall review the requirements of the project and inspect the work area to determine if the proposed scope of work will cause Contractor to contact, handle, or remove ACM.
- 21.5 If the Contractor encounters ACM not identified in the asbestos inspection report, the Contractor shall immediately stop the work and contact the Customer or their designated contact person(s) and ADOA GSD BPS.
- 21.6 Under no circumstances shall the Contractor install any ACM.
- 21.7 Contractor shall comply with all applicable federal, state, and local laws regulating ACM.
- 21.8 For a list of all ADOA-owned and operated buildings, as well as informal references to applicable regulations, policies, procedures, and contacts, see the ADOA's General Services Division web site at: <http://gsd.azdoa.gov>.
- 21.9 Upon final Completion, the Contractor shall provide a completed notarized statement (see **Operating Manual, Form of Job Order, Appendix 4**) that no materials containing asbestos were used in this project. Final payment shall not be processed until this Asbestos Statement is received. Should it be determined that asbestos containing materials were used for this project, the Contractor shall be liable for all costs associated with, but not limited to, removal of, disposal of, and any fines or legal actions associated with using asbestos containing materials.
- 21.10 The State building representative is the only source of information concerning asbestos in its facilities. Prior to commencement of work on or in any State owned, occupied or operated building, it is the Contractor's responsibility to request and review all ACM documentation.
- 21.11 State Building Representatives:
- 21.11.1 For ADOT Job Orders, Contractor shall contact the Owner Representative listed on the Job Order
- 21.11.2 For work in buildings owned and operated by all other State Agencies, the Contractor shall contact the State building representative.
- 21.11.3 For all other Customers, in the absence of other direction by the Customer, the Contractor shall contact the Owner Representative listed on the Job Order.

22. Subcontractors

- 22.1 Selection:

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22.1.1 The Contractor shall select subcontractors in accordance with the subcontractor selection plan proposed by the Contractor in submitting its qualifications with those modifications as the State and the Contractor agreed to in writing in this contract.

22.1.2 The Contractor shall comply with A.R.S. § 41-2580 (F.2. et al) regarding selection of a contractor to do all or part of the work under one or more job orders.

22.2 Conveyance of Terms: Contractor shall incorporate by reference all terms of this contract into any subcontracts. The contractor and each subcontractor at any level shall include in each of its subcontracts the full street or physical address of each separate location at which the construction will be performed.

22.3 Provision of Bonds: For each Job Order, the Contractor shall make available to each of its Subcontractors working on the Job Order a copy of every payment bond furnished by the Contractor as required by the Job Order and copies of the Detailed Scope of Work and this Contract by which the Subcontractor will be bound.

22.4 Contracts: The Contractor and each subcontractor at any level shall include in each of its subcontracts the full street or physical address of each separate location at which work will be performed.

23. Licenses

23.1 The Contractor shall hold appropriate licensing from the Arizona Registrar of Contractors throughout the life of the contract. In addition to holding the minimum required licenses of C-11, C-37, C-39, K-11, K-37, K-39, L-11, L-37 or L-39, licenses shall be appropriate to the nature of the work performed, in accordance with Arizona Revised Statutes and Arizona Registrar of Contractors rules and regulations.

24. Key Personnel

24.1 The Contractor agrees and understands that this contract award is predicated, in part and among other considerations, on the utilization of the specific individual(s) and/or personnel qualification(s) as indicated in the Contractor's SOQ. Therefore, the Contractor agrees that no substitution of such specified individuals and/or personnel qualifications shall be made without the prior written approval of the State Procurement Officer of Record. The Contractor further agrees that any substitution made pursuant to this paragraph must be equal to or better than originally proposed and that the State Procurement Officer of Record's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. The State agrees that an approval of a substitution will not be unreasonably withheld. The Contractor agrees to reveal its staffing levels by function, including resumes, upon request by the State Procurement Officer of Record at any time during the contract.

24.2 For purposes of this contract, Key Personnel is at a minimum: Individuals who will have major contract responsibilities and/or provide unusual or unique expertise. (See Operating Manual, Mechanical / Plumbing / Electrical Job Order Contracting Section 5.11 Contractor's Site Manager).

25. Security Checks

25.1 Within five (5) days of request by the Owner, the Contractor shall provide to the Owner Representative the names, birthdays, Social Security Numbers, Driver's License Numbers, Address, and any other information required to perform a complete background check for all non-State personnel who will be present at the job site.

26. Personal Use

26.1 In accordance with R2-7-204, Contract shall not be for use by State employees or public officers for their personal use.

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27. Ownership and Use of Documents

27.1 The Designer and the Designer's consultants shall be deemed the authors and owners of their respective drawings and specifications and will retain all common law, statutory and other reserve rights, including copyrights. Submittal or distribution for official regulatory requirements shall not be construed as violating the reserved rights of the Designer or the Designer's consultants. The Contractor and Subcontractors and material or equipment suppliers are authorized to use and reproduce these drawings and specifications provided to them solely and exclusively for execution of the Job Order.

28. Subcontractor Review of Bonds

28.1 The Owner will promptly permit any actual or prospective Subcontractor or materials man to review and, if requested pursuant to A.R.S. § 39-121.01, copy any and all surety bonds or evidence of alternate security that relate to the Project.

29. Contractor's Employees

29.1 The Contractor shall, at all times, enforce strict discipline and good order among its employees and all tiers of its Subcontractors and shall not employ or continue to employ any unfit person on the project or any person not skilled in the assigned work. In addition, if the Contractor receives written notice from the Owner complaining about any Subcontractors or employees or anyone who is a hindrance to proper or timely execution of the Detailed Scope of Work, the Contractor shall remedy such complaint without delay to the Detailed Scope of Work and at no additional cost to the Owner.

30. Warranties

30.1 The Contractor warrants that the work will conform to the requirements of the Detailed Scope of Work, Job Order and this Contract and will be free from defect. Neither the final payment nor any provision in the Contract shall constitute an acceptance of work not done in accordance with the Detailed Scope of Work Job Order and this Contract or relieve the Contractor or its sureties of liability with respect to any warranties or responsibility for faulty materials or workmanship.

30.2 If the Contractor fails to remedy any defects or damage, the Owner may correct the work or repair the damages, utilizing its Right of Offset (See Uniform Terms and Conditions, Section 8.5) or any other remedy available to it by law or contract.

31. Training, Publicity

31.1 At the option and expense of the Owner, unless otherwise provided in the Job Order, the planning of instruction sessions may allow for taping.

31.2 The Contractor shall not divulge information concerning this Contract or resultant Job Orders to anyone (including, without limitation, information in applications for permits, variances, etc.) without the Owner's prior written consent. The Contractor shall obtain a similar agreement from Subcontracts, material men, consultants, and others employed at every tier. The Owner and State reserve the right to release all information as well as to time, its release, form and content. This requirement shall survive the expiration of the Contract and all completed Job Orders thereunder.

32. Assignment

32.1 The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Arizona of all rights, title and interest in and to all causes of action that the contractor may be under the antitrust laws of the United States or the State of Arizona for which causes of action have



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accrued or will accrue as the result of or in relation to the goods or services purchases or procured by the contractor in the fulfillment of the contract with the State of Arizona.

- 32.2 The contractor represents that it is an independent contractor offering such services to the general public and shall not present himself or his employees as an employee of the State of Arizona. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workmen's compensation, employee insurance, minimum wage requirements, overtime and agree to indemnify, save, and hold the state of Arizona, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

33. **Contract Assignment**

- 33.1 Contractor may not assign, transfer or convey any of its rights or obligations under this Contract without the written permission of the Agency.

34. **Hazardous Materials or Substances**

- 34.1 The rights and liabilities of the parties when a hazardous material or substance is encountered are specified by A.R.S. § 32-1129.03.

35. **Claims**

- 35.1 Any dispute between the Contractor and the Owner or between the Contractor and the Owner's Representative arising out of or relating to the Contract, except Claims relating to aesthetic effect, those provided for under Section 13, Payments, or those relating to consequential damages, shall be resolved pursuant to the Arizona Administrative Code (Chapter 23, Title 41, A.R.S.) and the Rules of the Director of the Department of Administration.

36. **Arbitration**

- 36.1 The parties to this Contract agree to resolve all disputes arising out of or relating to this Contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes.

37. **Federal Immigration and Nationality Act**

- 37.1 By entering into the Contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. 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 U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV.
- 37.2 The State may request verification of compliance for any Contractor or subcontractor performing work under the Contract. Should the State suspect or find that the Contractor or any of its subcontractors are not in compliance, the State 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.

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38. IT 508 Compliance

38.1 Unless specifically authorized in the Contract, any electronic or information technology offered to the Owner under this contract shall comply with A.R.S. 41-2531 and 2532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

39. Offshore Performance of Work Prohibited

39.1 Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or overhead services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

40. Cancellation for Possession of Weapons on State Property

40.1 This contract may be cancelled if the Contractor or any subcontractors or others in the employ or under the supervision of the Contractor or subcontractors is found to be in possession of weapons. Possession of weapons (firearms, explosive device, knife or blade of more than three (3) inches, or any other instrument designed for lethal or disabling use) is prohibited on State of Arizona property. Such property includes State of Arizona owned or leased office building, yards, parking lots, construction sites or State of Arizona owned vehicles.

40.2 Further, if the Contractor or any subcontractors or others in the employ or under the supervision of the Contractor or subcontractors are asked by a State of Arizona official to leave the State of Arizona property, they are advised that failure to comply with such a request shall result in cancellation of the contract and anyone who refuses, whether armed or not, is *subject to prosecution under A.R.S. § 13-1502, Criminal trespass in the third degree; classification.*

41. EPA Energy Star Products

41.1 HB 2324, Chapter 114, A.R.S. 34-451 requires that the State of Arizona purchase Energy Star products or products certified by the Federal Energy Management Program as energy efficient for all product classifications available. If an Energy Star product or certified product is available, documentation of the Energy Star status or certification must be submitted with the offer. Failure to submit the required documentation may deem the offer as non-responsive.

42. Executive Order 2007-03 Improving Air Quality

42.1 *By signing the RFQ Submittal Certification, the Contractor agrees to comply with Executive Order 2007-03 as it applies to this project.*

43. Compliance Requirements for A.R.S. § 41-4401, GOVERNMENT PROCUREMENT: E-VERIFY REQUIREMENT

43.1 Contractor Warranty. The Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.")



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- 43.2 A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the Contractor may be subject to penalties up to and including termination of the contract.
- 43.3 Failure to comply with a State audit process to randomly verify the employment records of Contractors and subcontractors shall be deemed a material breach of the contract and the Contractor may be subject to penalties up to and including termination of the contract.
- 43.4 The State retains the legal right to inspect the papers of any employee who works on the contract to ensure that the Contractor or subcontractor is complying with the warranty under Section 43.1.

44. Federal Requirements

- 44.1 The completed Job Order form will indicate whether any Federal Clauses are applicable to the Job Order. If applicable, the Owner will provide to the contractor a copy of the required Federal Clauses. In the event that any Federal Clauses are indicated to be applicable to the Job Order, the clauses shall be complied to the same degree as this contract's Special Terms and Conditions.
- 44.2 Wage Determinations - The Wage Determination appropriate and current at the time of the Job Order is incorporated into the Job Order and shall be attached to the Job Order.



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1. Definition of Terms

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

- 1.1. "Attachment" means any item the Solicitation requires the Offeror to submit as part of the Offer.
- 1.2. "Contract" means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
- 1.3. "Contract Amendment" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- 1.4. "Contractor" means any person who has a Contract with the State.
- 1.5. "Days" means calendar days unless otherwise specified.
- 1.6. "Exhibit" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- 1.7. "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- 1.8. "Materials" means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
- 1.9. "Procurement Officer" means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
- 1.10. "Services" means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
- 1.11. "Subcontract" means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
- 1.12. "State" means the State of Arizona and Department or Agency of the State that executes the Contract.
- 1.13. "State Fiscal Year" means the period beginning with July 1 and ending June 30.

2. Contract Interpretation

- 2.1. Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
- 2.2. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 2.3. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
 - 2.3.1. Special Terms and Conditions;
 - 2.3.2. Uniform Terms and Conditions;
 - 2.3.3. Statement or Scope of Work;
 - 2.3.4. Specifications;
 - 2.3.5. Attachments;



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2.3.6. Exhibits;

2.3.7. Documents referenced or included in the Solicitation.

- 2.4. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 2.5. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- 2.6. No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 2.7. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3. Contract Administration and Operation

- 3.1. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 3.2. Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 3.3. Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- 3.4. Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.
- 3.5. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.
- 3.6. Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- 3.7. Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.



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- 3.8. Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.
- 3.9. Federal Immigration and Nationality Act. The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue 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.
- 3.10. E-Verify Requirements. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.
- 3.11. Offshore Performance of Work Prohibited.
Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

4. Costs and Payments

- 4.1. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.
- 4.2. Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.
- 4.3. Applicable Taxes.
- 4.3.1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.
- 4.3.2. State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.
- 4.3.3. 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 the State harmless from any responsibility for taxes, damages



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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.

4.3.4. IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.

4.4. Availability of Funds for the Next State fiscal year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.

4.5. Availability of Funds for the current State fiscal year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:

4.5.1. Accept a decrease in price offered by the contractor;

4.5.2. Cancel the Contract; or

4.5.3. Cancel the contract and re-solicit the requirements.

5. Contract Changes

5.1. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

5.2. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

5.3. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

6. Risk and Liability

6.1. Risk of Loss: The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

6.2. Indemnification

6.2.1. Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.

6.2.2. Public Agency Language Only 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 bodily injury of any person (including death) or property damage but only to



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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."

- 6.3. Indemnification - Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.
- 6.4. Force Majeure.
- 6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
- 6.4.2. Force Majeure shall not include the following occurrences:
- 6.4.2.1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
- 6.4.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
- 6.4.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- 6.4.3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
- 6.4.4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.
- 6.5. Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7. Warranties

- 7.1. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.
- 7.2. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:
- 7.2.1. Of a quality to pass without objection in the trade under the Contract description;



Uniform Terms and Conditions

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- 7.2.2. Fit for the intended purposes for which the materials are used;
- 7.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
- 7.2.4. Adequately contained, packaged and marked as the Contract may require; and
- 7.2.5. Conform to the written promises or affirmations of fact made by the Contractor.
- 7.3. Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- 7.4. Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.
- 7.5. Compliance With Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.
- 7.6. Survival of Rights and Obligations after Contract Expiration or Termination.
 - 7.6.1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.
 - 7.6.2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8. State's Contractual Remedies

- 8.1. Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.
- 8.2. Stop Work Order.
 - 8.2.1. The State 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 period(s) of days indicated by the State after the order is delivered to the Contractor. 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.
 - 8.2.2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- 8.3. Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.
- 8.4. Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully conform constitutes a breach of contract. On delivery of nonconforming materials or services, the State



Uniform Terms and Conditions

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may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

- 8.5. Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9. **Contract Termination**

- 9.1. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.
- 9.2. Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.
- 9.3. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.
- 9.4. Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.
- 9.5. Termination for Default.
- 9.5.1. In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
- 9.5.2. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.
- 9.5.3. The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor



Uniform Terms and Conditions

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shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

9.6. Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10. **Contract Claims**

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11. **Arbitration**

The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

12. **Comments Welcome**

The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 201, Phoenix, Arizona, 85007.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/17/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Reseco Insurance Advisors, LLC 7901 N. 16th Street Suite 100 Phoenix AZ 85020		CONTACT NAME: PHONE (A/C, No, Ext): (602) 753-4250 FAX (A/C, No): (602) 419-2242 E-MAIL ADDRESS: certificates@resecoadvisors.com																						
INSURED Midstate Mechanical, Inc. 1850 East Riverview Drive Phoenix AZ 85034		<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>IM Insurance Corporation</td> <td>33600</td> </tr> <tr> <td>INSURER B:</td> <td>Liberty Insurance Corporation</td> <td>42404</td> </tr> <tr> <td>INSURER C:</td> <td>Zurich American Insurance Co</td> <td>16535</td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	IM Insurance Corporation	33600	INSURER B:	Liberty Insurance Corporation	42404	INSURER C:	Zurich American Insurance Co	16535	INSURER D:			INSURER E:			INSURER F:		
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INSURER D:																								
INSURER E:																								
INSURER F:																								

COVERAGES CERTIFICATE NUMBER: 14/15 MECHANICAL REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	WARRANTY	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$0 Deductible	X	Y	TB5291445829024	6/1/2014	6/1/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS	X	Y	AS7291445829014	6/1/2014	6/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS						
	UMBRELLA LIAB EXCESS LIAB						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	WC5291445829044	6/1/2014	6/1/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Installation Floater			CP95955153-01	6/1/2014	6/1/2015	Limit \$1,000,000 Deductible \$5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
General Indemnification: To the extent permitted by A.R.S. 41-621 and 35-154, The State of Arizona shall be indemnified and held harmless by the contractor for its vicarious liability as a result of entering into this contract. Each party to this contract is responsible for its own negligence.

State of Arizona and the state agency named below are added as additional insureds. It is agreed that coverages afforded under the policies certified in this certificate shall be primary and any insurance or self-insurance program carried by the state of any of its agencies, boards, departments or commissions

CERTIFICATE HOLDER**CANCELLATION**

State of Arizona Arizona Department of Administration 100 N. 15th Ave, Suite 104 Phoenix, AZ 85007	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p>Scott Muzzy/BECKY </p>
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COMMENTS/REMARKS

shall be excess and not contributory insurance to that provided by the named insured.

It is further agreed that no policy shall expire, be cancelled or materially changed to affect the coverage available to the state without thirty (30) days written notice to the state. This certificate is not valid unless countersigned by an authorized representative of the insurance company.

EXHIBIT B

Midstate Mechanical, Inc. – Pricing Sheets



Statewide JOC Contract



www.eziqc.com

Job Order Contract

Price Proposal Summary - CSI

Date: December 15, 2014

Contract Number: ADSP014-081405-ez

Job Order Number: 15-CityofGlendale-0006.01

Job Order Title: Replace One Cooling Towers Civic Center Supplemental 01

Contractor: Midstate Mechanical Inc

Proposal Value: \$43,689.71

Proposal Name: Replace One Cooling Towers Civic Center Supplemental

Detailed Scope: There are 2 cooling towers at this site, and we will replace the south cooling tower. We will isolate the south tower and disconnect the electrical, condenser water supply and return piping, drain and overflow piping, and the makeup water piping. We will remove the tower, clean up the I beams and set rubberized vibration isolation pads and set the new tower. We will set the new tower in place, it is an exact replacement so no major piping changes are required. We will rereconnect all piping, with new flex connectors for the supply and return piping, electrical, and preform start up of tower. Old cooling tower will be removed from site.

01 - General Requirements:	\$3,315.32
22 - Plumbing:	\$2,179.59
23 - Heating, Ventilating, And Air-Conditioning (HVAC):	\$36,271.46
26 - Electrical:	\$1,923.34
Proposal Total	\$43,689.71

This proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

The Percent of NPP on this Proposal: 0.00%

Job Order Contract

Price Proposal Detail - CSI

Date: December 15, 2014
Contract Number: ADSP014-081405-ez
Job Order Number: 15-CityofGlendale-0006.01
Job Order Title: Replace One Cooling Towers Civic Center Supplemental 01
Contractor: Midstate Mechanical Inc
Proposal Value: \$43,689.71
Proposal Name: Replace One Cooling Towers Civic Center Supplemental
Adjustment Factor(s) Used: 1.0500-Non Pre-Priced, 1.2810-Owner-Funded Projects Normal Working Hours

Rec#	CSI Number	Mod.	UOM	Description	Line Total
01 - General Requirements					

1	01 22 16 00 0002		EA	Reimbursable Fees Reimbursable fees will be paid to the contractor for the actual cost, without mark-up, for which a receipt or bill is received. The Adjustment Factor applied to Reimbursable Fees will be 1.0000. The labor cost involved in obtaining all permits is in the Adjustment Factor. The base cost of the Reimbursable Fee is \$1.00. The quantity used will adjust the base cost to the actual Reimbursable Fee (e.g. quantity of 125 = \$125.00 Reimbursable Fee). If there are multiple Reimbursable Fees, each one shall be listed separately with a comment in the "note" block to identify the Reimbursable Fees (e.g. sidewalk closure, road cut, various permits, extended warrantee, expedited shipping costs, etc.). A copy of each receipt shall be included with the Proposal.	\$2,482.67
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	Quantity		Unit Price		Factor		Total
Installation	2,364.45	x	\$1.00	x	1.0500	=	\$2,482.67

User Note: Sales Tax at 5.395% which is 65% Construction tax rate

2	01 22 16 00 0002		EA	Reimbursable Fees Reimbursable fees will be paid to the contractor for the actual cost, without mark-up, for which a receipt or bill is received. The Adjustment Factor applied to Reimbursable Fees will be 1.0000. The labor cost involved in obtaining all permits is in the Adjustment Factor. The base cost of the Reimbursable Fee is \$1.00. The quantity used will adjust the base cost to the actual Reimbursable Fee (e.g. quantity of 125 = \$125.00 Reimbursable Fee). If there are multiple Reimbursable Fees, each one shall be listed separately with a comment in the "note" block to identify the Reimbursable Fees (e.g. sidewalk closure, road cut, various permits, extended warrantee, expedited shipping costs, etc.). A copy of each receipt shall be included with the Proposal.	\$832.65
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	Quantity		Unit Price		Factor		Total
Installation	793.00	x	\$1.00	x	1.0500	=	\$832.65

User Note: Bond cost pass through

Subtotal for 01 - General Requirements: \$3,315.32

22 - Plumbing					
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3	22 11 16 00 0295		LF	2" Hard Drawn Type L Copper Tube/Pipe	\$926.16						
				Quantity	Unit Price	Factor	Total				
				Installation	30.00	x	\$20.52	x	1.2810	=	\$788.58
				Demolition	30.00	x	\$3.58	x	1.2810	=	\$137.58
4	22 11 16 00 0338		LF	1" Soft Drawn Type L Copper Tube	\$333.57						
				Quantity	Unit Price	Factor	Total				
				Installation	30.00	x	\$6.93	x	1.2810	=	\$266.32
				Demolition	30.00	x	\$1.75	x	1.2810	=	\$67.25
5	22 11 16 00 0369		EA	1" 90 Degree Copper Elbow	\$274.08						
				Quantity	Unit Price	Factor	Total				
				Installation	4.00	x	\$33.84	x	1.2810	=	\$173.40
				Demolition	4.00	x	\$19.65	x	1.2810	=	\$100.69

Price Proposal Detail - CSI Continues..

Job Order Number: 15-CityofGlendale-0006.01
 Job Order Title: Replace One Cooling Towers Civic Center Supplemental 01

Rec#	CSI Number	Mod.	UOM	Description	Line Total		
22 - Plumbing							
6	22 11 16 00 0362		EA	2" 90 Degree Copper Elbow	\$645.78		
				Quantity	Unit Price	Factor	Total
			Installation	6.00 x	\$57.93 x	1.2810 =	\$445.25
			Demolition	6.00 x	\$26.09 x	1.2810 =	\$200.53

Subtotal for 22 - Plumbing: \$2,179.59

23 - Heating, Ventilating, And Air-Conditioning (HVAC)							
7	23 05 48 00 0316		EA	6" Diameter x 12" Long, Flexible Hose Connectors, Braided Metal Hose, Bronze, Flanged End Connection (Carbon Steel Ends)	\$673.17		
				Quantity	Unit Price	Factor	Total
			Installation	2.00 x	\$254.60 x	1.2810 =	\$652.29
			Demolition	2.00 x	\$8.15 x	1.2810 =	\$20.88
8	23 65 00 00 0132		EA	150 Ton Propeller Type Cooling Tower, Stainless Steel Belt Driven	\$35,598.29		
				Quantity	Unit Price	Factor	Total
			Installation	1.00 x	\$25,986.04 x	1.2810 =	\$33,288.12
			Demolition	1.00 x	\$1,803.41 x	1.2810 =	\$2,310.17

Subtotal for 23 - Heating, Ventilating, And Air-Conditioning (HVAC): \$36,271.46

26 - Electrical							
9	26 05 33 13 0012		CLF	3/4" Electrical Metallic Tubing (EMT) With 4 #10 THHN/THWN AssemblyIncludes conduit, set screw connectors, set screw couplings, straps, wire as indicated. Not for use where detail is available.	\$728.59		
				Quantity	Unit Price	Factor	Total
			Installation	1.00 x	\$410.40 x	1.2810 =	\$525.72
			Demolition	1.00 x	\$158.37 x	1.2810 =	\$202.87
10	26 05 83 00 0171		EA	7-1/2 HP AC Motor Three Phase, 460 Volt Motor/Equipment, Connection, Termination And Rotation Testing	\$91.90		
				Quantity	Unit Price	Factor	Total
			Installation	1.00 x	\$51.41 x	1.2810 =	\$65.86
			Demolition	1.00 x	\$20.33 x	1.2810 =	\$26.04
11	26 28 16 00 0199		EA	60 Amp, Fused Disconnect Switch, NEMA 3R, Heavy Duty, With Fuses, 600 Volt, 3 Phase	\$1,102.85		
				Quantity	Unit Price	Factor	Total
			Installation	1.00 x	\$751.55 x	1.2810 =	\$962.74
			Demolition	1.00 x	\$109.38 x	1.2810 =	\$140.12

Subtotal for 26 - Electrical: \$1,923.34

Proposal Total \$43,689.71

This proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

The Percent of NPP on this Proposal: 0.00%



Statewide JOC Contract



www.eziqc.com

Job Order Contract
Price Proposal Summary - CSI

Date: December 15, 2014

Contract Number: ADSPO14-081405-ez

Job Order Number: 15-CityofGlendale-0006.00

Job Order Title: Replace Two Cooling Towers Police Dept

Contractor: Midstate Mechanical Inc

Proposal Value: \$92,437.29

Proposal Name: Replace Two Cooling Towers Police Dept

Detailed Scope:

This scope is for the Public Safety Building. There are 2 towers in this system. We will isolate and replace one at a time as we need to keep one running to maintain the temperature in the building. We will disconnect motor and electrical from the tower selected to do first. Isolate and disconnect the supply and return condenser piping. Disconnect the drain, overflow and make up water piping. This tower has a sump sweeper system and we will disconnect that piping. This tower is an exact replacement of the existing tower so no major piping changes are needed, so we will reconnect all the previously listed piping as required making sure all piping is secured. We will install new flex connectors to the supply and return condenser water piping, and a rubberized vibration pad on the I Beams under the new towers. While this tower is being reconnected and start up completed, we will move to the Civic Center and replace that tower. Once start up is done with this first tower, we will isolate the second tower here at Public Safety and change it out.

01 - General Requirements:	\$6,514.75
22 - Plumbing:	\$1,503.51
23 - Heating, Ventilating, And Air-Conditioning (HVAC):	\$81,469.83
26 - Electrical:	\$2,949.20

Proposal Total

\$92,437.29

This proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

The Percent of NPP on this Proposal: 0.00%

Job Order Contract
Price Proposal Detail - CSI

Date: December 15, 2014
 Contract Number: ADSP014-081405-ez
 Job Order Number: 15-CityofGlendale-0006.00
 Job Order Title: Replace Two Cooling Towers Police Dept
 Contractor: Midstate Mechanical Inc
 Proposal Value: \$92,437.29
 Proposal Name: Replace Two Cooling Towers Police Dept
 Adjustment Factor(s) Used: 1.0500-Non Pre-Priced, 1.2810-Owner-Funded Projects Normal Working Hours

Rec#	CSI Number	Mod.	UOM	Description	Line Total																
01 - General Requirements																					
1	01 22 16 00 0002		EA	Reimbursable Fees Reimbursable fees will be paid to the contractor for the actual cost, without mark-up, for which a receipt or bill is received. The Adjustment Factor applied to Reimbursable Fees will be 1.0000. The labor cost involved in obtaining all permits is in the Adjustment Factor. The base cost of the Reimbursable Fee is \$1.00. The quantity used will adjust the base cost to the actual Reimbursable Fee (e.g. quantity of 125 = \$125.00 Reimbursable Fee). If there are multiple Reimbursable Fees, each one shall be listed separately with a comment in the "note" block to identify the Reimbursable Fees (e.g. sidewalk closure, road cut, various permits, extended warrantee, expedited shipping costs, etc.). A copy of each receipt shall be included with the Proposal.	\$4,867.30																
				<table border="1"> <thead> <tr> <th></th> <th>Quantity</th> <th></th> <th>Unit Price</th> <th></th> <th>Factor</th> <th></th> <th>Total</th> </tr> </thead> <tbody> <tr> <td>Installation</td> <td>4,635.52</td> <td>x</td> <td>\$1.00</td> <td>x</td> <td>1.0500</td> <td>=</td> <td>\$4,867.30</td> </tr> </tbody> </table>		Quantity		Unit Price		Factor		Total	Installation	4,635.52	x	\$1.00	x	1.0500	=	\$4,867.30	
	Quantity		Unit Price		Factor		Total														
Installation	4,635.52	x	\$1.00	x	1.0500	=	\$4,867.30														
				User Note: Sales Tax 65% rate of 5.395%																	
2	01 22 16 00 0002		EA	Reimbursable Fees Reimbursable fees will be paid to the contractor for the actual cost, without mark-up, for which a receipt or bill is received. The Adjustment Factor applied to Reimbursable Fees will be 1.0000. The labor cost involved in obtaining all permits is in the Adjustment Factor. The base cost of the Reimbursable Fee is \$1.00. The quantity used will adjust the base cost to the actual Reimbursable Fee (e.g. quantity of 125 = \$125.00 Reimbursable Fee). If there are multiple Reimbursable Fees, each one shall be listed separately with a comment in the "note" block to identify the Reimbursable Fees (e.g. sidewalk closure, road cut, various permits, extended warrantee, expedited shipping costs, etc.). A copy of each receipt shall be included with the Proposal.	\$1,647.45																
				<table border="1"> <thead> <tr> <th></th> <th>Quantity</th> <th></th> <th>Unit Price</th> <th></th> <th>Factor</th> <th></th> <th>Total</th> </tr> </thead> <tbody> <tr> <td>Installation</td> <td>1,569.00</td> <td>x</td> <td>\$1.00</td> <td>x</td> <td>1.0500</td> <td>=</td> <td>\$1,647.45</td> </tr> </tbody> </table>		Quantity		Unit Price		Factor		Total	Installation	1,569.00	x	\$1.00	x	1.0500	=	\$1,647.45	
	Quantity		Unit Price		Factor		Total														
Installation	1,569.00	x	\$1.00	x	1.0500	=	\$1,647.45														
				User Note: Bond																	

Subtotal for 01 - General Requirements: \$6,514.75

22 - Plumbing																													
3	22 11 16 00 0292		LF	1" Hard Drawn Type L Copper Tube/Pipe	\$103.25																								
				<table border="1"> <thead> <tr> <th></th> <th>Quantity</th> <th></th> <th>Unit Price</th> <th></th> <th>Factor</th> <th></th> <th>Total</th> </tr> </thead> <tbody> <tr> <td>Installation</td> <td>10.00</td> <td>x</td> <td>\$6.31</td> <td>x</td> <td>1.2810</td> <td>=</td> <td>\$80.83</td> </tr> <tr> <td>Demolition</td> <td>10.00</td> <td>x</td> <td>\$1.75</td> <td>x</td> <td>1.2810</td> <td>=</td> <td>\$22.42</td> </tr> </tbody> </table>		Quantity		Unit Price		Factor		Total	Installation	10.00	x	\$6.31	x	1.2810	=	\$80.83	Demolition	10.00	x	\$1.75	x	1.2810	=	\$22.42	
	Quantity		Unit Price		Factor		Total																						
Installation	10.00	x	\$6.31	x	1.2810	=	\$80.83																						
Demolition	10.00	x	\$1.75	x	1.2810	=	\$22.42																						
4	22 11 16 00 0295		LF	2" Hard Drawn Type L Copper Tube/Pipe	\$617.44																								
				<table border="1"> <thead> <tr> <th></th> <th>Quantity</th> <th></th> <th>Unit Price</th> <th></th> <th>Factor</th> <th></th> <th>Total</th> </tr> </thead> <tbody> <tr> <td>Installation</td> <td>20.00</td> <td>x</td> <td>\$20.52</td> <td>x</td> <td>1.2810</td> <td>=</td> <td>\$525.72</td> </tr> <tr> <td>Demolition</td> <td>20.00</td> <td>x</td> <td>\$3.58</td> <td>x</td> <td>1.2810</td> <td>=</td> <td>\$91.72</td> </tr> </tbody> </table>		Quantity		Unit Price		Factor		Total	Installation	20.00	x	\$20.52	x	1.2810	=	\$525.72	Demolition	20.00	x	\$3.58	x	1.2810	=	\$91.72	
	Quantity		Unit Price		Factor		Total																						
Installation	20.00	x	\$20.52	x	1.2810	=	\$525.72																						
Demolition	20.00	x	\$3.58	x	1.2810	=	\$91.72																						
5	22 11 16 00 0359		EA	1" 90 Degree Copper Elbow	\$137.04																								
				<table border="1"> <thead> <tr> <th></th> <th>Quantity</th> <th></th> <th>Unit Price</th> <th></th> <th>Factor</th> <th></th> <th>Total</th> </tr> </thead> <tbody> <tr> <td>Installation</td> <td>2.00</td> <td>x</td> <td>\$33.84</td> <td>x</td> <td>1.2810</td> <td>=</td> <td>\$86.70</td> </tr> <tr> <td>Demolition</td> <td>2.00</td> <td>x</td> <td>\$19.65</td> <td>x</td> <td>1.2810</td> <td>=</td> <td>\$50.34</td> </tr> </tbody> </table>		Quantity		Unit Price		Factor		Total	Installation	2.00	x	\$33.84	x	1.2810	=	\$86.70	Demolition	2.00	x	\$19.65	x	1.2810	=	\$50.34	
	Quantity		Unit Price		Factor		Total																						
Installation	2.00	x	\$33.84	x	1.2810	=	\$86.70																						
Demolition	2.00	x	\$19.65	x	1.2810	=	\$50.34																						

Price Proposal Detail - CSI Continues..

Job Order Number: 15-CityofGlendale-0006.00
 Job Order Title: Replace Two Cooling Towers Police Dept

Rec#	CSI Number	Mod.	UOM	Description	Line Total		
22 - Plumbing							
6	22 11 16 00 0362		EA	2" 90 Degree Copper Elbow	\$645.78		
				Quantity	Unit Price	Factor	Total
			Installation	6.00 x	\$57.93 x	1.2810 =	\$445.25
			Demolition	6.00 x	\$26.09 x	1.2810 =	\$200.53

Subtotal for 22 - Plumbing: \$1,503.51

23 - Heating, Ventilating, And Air-Conditioning (HVAC)							
7	23 05 48 00 0205		EA	6" Diameter x 12" Metal Wire Braid Connector, Over Corrugated Stainless Steel, 150 PSI For Vibration Isolation	\$5,440.10		
				Quantity	Unit Price	Factor	Total
			Installation	4.00 x	\$800.70 x	1.2810 =	\$4,102.79
			Demolition	4.00 x	\$260.99 x	1.2810 =	\$1,337.31
8	23 65 00 00 0011		EA	150 Ton Propeller Type Cooling Tower, Axial - Single Flow	\$76,029.73		
				Quantity	Unit Price	Factor	Total
			Installation	2.00 x	\$27,872.52 x	1.2810 =	\$71,409.40
			Demolition	2.00 x	\$1,803.41 x	1.2810 =	\$4,620.34

Subtotal for 23 - Heating, Ventilating, And Air-Conditioning (HVAC): \$81,469.83

26 - Electrical							
9	26 05 33 13 0012		CLF	3/4" Electrical Metallic Tubing (EMT) With 4 #10 THHN/THWN AssemblyIncludes conduit, set screw connectors, set screw couplings, straps, wire as indicated. Not for use where detail is available.	\$728.59		
				Quantity	Unit Price	Factor	Total
			Installation	1.00 x	\$410.40 x	1.2810 =	\$525.72
			Demolition	1.00 x	\$158.37 x	1.2810 =	\$202.87
10	26 05 83 00 0171		EA	7-1/2 HP AC Motor Three Phase, 460 Volt Motor/Equipment, Connection, Termination And Rotation Testing	\$91.90		
				Quantity	Unit Price	Factor	Total
			Installation	1.00 x	\$51.41 x	1.2810 =	\$65.86
			Demolition	1.00 x	\$20.33 x	1.2810 =	\$26.04
11	26 28 16 00 0181		EA	60 Amp, Fused Disconnect Switch, NEMA 3R, Heavy Duty, With Fuses, 600 Volt, 3 Phase	\$2,128.71		
				Quantity	Unit Price	Factor	Total
			Installation	2.00 x	\$721.58 x	1.2810 =	\$1,848.69
			Demolition	2.00 x	\$109.30 x	1.2810 =	\$280.03

Subtotal for 26 - Electrical: \$2,949.20

Proposal Total \$92,437.29

This proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

The Percent of NPP on this Proposal: 0.00%