CITY CLERK
ORIGINAL

C-9900
04/13/2015

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
BWC ENTERPRISES, INC. d.b.a. WOODRUFF CONSTRUCTION

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this 13 day of APRIL, 2015, between the City of Glendale, an Arizona municipal corporation (the "City"), and BWC Enterprises Inc. d.b.a. Woodruff Construction, an Arizona corporation ("Contractor"), collectively, the "Parties."

RECITALS

A. S.A.V.E. Cooperative Purchasing Group entered into a contract with Contractor to purchase the goods and services described in the General Maintenance and Repair (Handyman Services), Contract No. 11149-S, which is attached hereto as Exhibit A. The General Maintenance and Repair (Handyman Services) Contract permits its cooperative use by governmental agencies including the City. The General Maintenance and Repair (Handyman Services) Contract is hereinafter referred at as the Cooperative Purchasing Agreement.

B. The term of the Cooperative Purchasing Agreement was extended to February 26, 2018.

C. 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.

D. 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 Glendale City Code Sections 2-145 and 2-146.

E. 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 February 2, 2012, until the date the contract expires (as amended) on February 28, 2018, unless the term of the

(Revised 2/25/15)

Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement allows the contract to be extended on a month to month basis for a maximum of six (6) months after expiration. The City, however, wishes to contract for an initial one-year term, with annual renewals up to February 28, 2018. Renewals are not automatic and shall occur only if the City gives the Contractor notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such one-year renewal.

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

   A. Contractor shall provide City the supplies and/or services identified in the Scope of Services which are attached hereto as part of **Exhibit A.**

   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, as provided in **Exhibit B** hereto.

   B. The total purchase price for the supplies and / or services purchased under this Agreement shall not exceed fifteen thousand dollars ($15,000).

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

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

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

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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: _____
Richard A. Bowers
Acting City Manager

"Contractor"

BWC Enterprises Inc. d.b.a. Woodruff Construction, an Arizona corporation

By: Wade Woodruff

Name: Wade Woodruff

Title: Vice President

ATTEST:

_____
Pamela Hanna (SEAL)
City Clerk

APPROVED AS TO FORM:

_____
Michael D. Bailey
City Attorney

(Revised 2/25/15)

EXHIBIT A

SERIAL 11149 S GENERAL MAINTENANCE AND REPAIR (HANDYMAN SERVICES)

DATE OF LAST REVISION: February 26, 2015 CONTRACT END DATE: February 28, 2018

CONTRACT PERIOD THROUGH FEBRUARY 28, ~~2015~~ 2018

TO: All Departments

FROM: Office of Procurement Services

SUBJECT: Contract for **GENERAL MAINTENANCE AND REPAIR (HANDYMAN SERVICES)**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **February 02, 2012.**

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

_____

Wes Baysinger, Chief Procurement Officer
Office of Procurement Services

DW/at
Attach

Copy to: Office of Procurement Services
Don Jeffery, Facilities Management
Christian Jonson, Facilities Management
Valerie Chavez, MCDOT
Dawn Silvernale, Parks

EXHIBIT B

SERIAL 11149-S

ALL PROPERTIES SERVICES, 1924 W GREENWAY RD, PHOENIX AZ 85023

COMPANY NAME:	**All Properties Services**
DOING BUSINESS AS (DBA) NAME:	
MAILING ADDRESS:	**1924 W Greenway Rd, Phoenix Az. 85023**
REMIT TO ADDRESS:	**1924 W Greenway Rd, Phoenix Az. 85023**
TELEPHONE NUMBER:	**602-375-3948**
FACSIMILE NUMBER:	**602-789-9446**
WEB SITE:	
REPRESENTATIVE NAME:	**Bruce Kimura**
REPRESENTATIVE TELEPHONE NUMBER:	**602-918-1597**
REPRESENTATIVE E-MAIL:	**allpropertiesco@aol.com**

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

PAYMENT TERMS: RESPONDENT IS REQUIRED TO PICK ONE OF THE FOLLOWING. PAYMENT TERMS WILL BE CONSIDERED IN DETERMINING LOW BID. FAILURE TO CHOOSE PAYMENT TERMS WILL RESULT IN A DEFAULT TO NET 30 DAYS.

☑ 2% 10 DAYS NET 30 DAYS

~~*FIRST 1st CALL*~~

CARPENTER			
Title	**Unit Price**	**UofM**	**Bidder Notes**
Normal Business Hours 6am to 6pm	$40.00	hour	Percentage Discount for Materials: 0
After Hours Service 6pm to 6am	$60.00	hour	
Weekend and Holiday	$60.00	hour	
CEMENT MASON			
Title	**Unit Price**	**UofM**	**Bidder Notes**
Normal Business Hours 6am to 6pm	$40.00	hour	Percentage Discount for Materials: 0
After Hours Service 6pm to 6am	$60.00	hour	
Weekend and Holiday	$60.00	hour	
PLASTERER			
Title	**Unit Price**	**UofM**	**Bidder Notes**
Normal Business Hours 6am to 6pm	$40.00	hour	Percentage Discount for Materials: 0
After Hours Service 6pm to 6am	$60.00	hour	
Weekend and Holiday	$60.00	hour	

EXHIBIT B

SERIAL 11149-S

ALL PROPERTIES SERVICES, 1924 W GREENWAY RD, PHOENIX AZ 85023

ELECTRICIAN			
Title	**Unit Price**	**UofM**	**Bidder Notes**
Normal Business Hours 6am to 6pm	$50.00	hour	Percentage Discount for Materials: 0
After Hours Service 6pm to 6am	$75.00	hour	
Weekend and Holiday	$75.00	hour	

GENERAL LABORER			
Title	**Unit Price**	**UofM**	**Bidder Notes**
Normal Business Hours 6am to 6pm	$30.00	hour	Percentage Discount for Materials: 0
After Hours Service 6pm to 6am	$45.00	hour	
Weekend and Holiday	$45.00	hour	

PAINTER			
Title	**Unit Price**	**UofM**	**Bidder Notes**
Normal Business Hours 6am to 6pm	$40.00	hour	Percentage Discount for Materials: 0
After Hours Service 6pm to 6am	$60.00	hour	
Weekend and Holiday	$60.00	hour	

PLUMBER			
Title	**Unit Price**	**UofM**	**Bidder Notes**
Normal Business Hours 6am to 6pm	$50.00	hour	Percentage Discount for Materials: 0
After Hours Service 6pm to 6am	$75.00	hour	
Weekend and Holiday	$75.00	hour	

APPLIANCE SERVICE TECHNICIAN			
Title	**Unit Price**	**UofM**	**Bidder Notes**
Normal Business Hours 6am to 6pm	$75.00	hour	Percentage Discount for Materials: 0
After Hours Service 6pm to 6am	$112.50	hour	
Weekend and Holiday	$112.50	hour	

EXTERMINATOR			
Title	**Unit Price**	**UofM**	**Bidder Notes**
Normal Business Hours 6am to 6pm	$40.00	hour	Percentage Discount for Materials: 0
After Hours Service 6pm to 6am	$60.00	hour	
Weekend and Holiday	$60.00	hour	

GARAGE DOOR TECHNICIAN			
Title	**Unit Price**	**UofM**	**Bidder Notes**
Normal Business Hours 6am to 6pm	$50.00	hour	Percentage Discount for Materials: 0
After Hours Service 6pm to 6am	$75.00	hour	
Weekend and Holiday	$75.00	hour	

GLAZIER			
Title	**Unit Price**	**UofM**	**Bidder Notes**
Normal Business Hours 6am to 6pm	$65.00	hour	Percentage Discount for Materials: 0
After Hours Service 6pm to 6am	$97.50	hour	

ALL PROPERTIES SERVICES, 1924 W GREENWAY RD, PHOENIX AZ 85023

Weekend and Holiday	$97.50	hour	
HVAC TECHNICIAN			
Title	**Unit Price**	**UofM**	**Bidder Notes**
Normal Business Hours 6am to 6pm	$85.00	hour	Percentage Discount for Materials: 0
After Hours Service 6pm to 6am	$127.50	hour	
Weekend and Holiday	$127.50	hour	
SWIMMING POOL TECH			
Title	**Unit Price**	**UofM**	**Bidder Notes**
Normal Business Hours 6am to 6pm	$50.00	hour	Percentage Discount for Materials: 0
After Hours Service 6pm to 6am	$75.00	hour	
Weekend and Holiday	$75.00	hour	
LOCKSMITH			
Title	**Unit Price**	**UofM**	**Bidder Notes**
Normal Business Hours 6am to 6pm	$65.00	hour	Percentage Discount for Materials: 0
After Hours Service 6pm to 6am	$97.50	hour	
Weekend and Holiday	$97.50	hour	
MASONRY			
Title	**Unit Price**	**UofM**	**Bidder Notes**
Normal Business Hours 6am to 6pm	$40.00	hour	Percentage Discount for Materials: 0
After Hours Service 6pm to 6am	$60.00	hour	
Weekend and Holiday	$60.00	hour	
FENCING & GATES REPAIR CHAIN-LINK			
Title	**Unit Price**	**UofM**	**Bidder Notes**
Normal Business Hours 6am to 6pm	$40.00	hour	Percentage Discount for Materials: 0
After Hours Service 6pm to 6am	$60.00	hour	
Weekend and Holiday	$60.00	hour	
LAWN & SHRUB MAINTENANCE			
Title	**Unit Price**	**UofM**	**Bidder Notes**
Normal Business Hours 6am to 6pm	$40.00	hour	Percentage Discount for Materials: 0
After Hours Service 6pm to 6am	$60.00	hour	
Weekend and Holiday	$60.00	hour	
REFRIGERANT EXTRACTION SERVICES			
Title	**Unit Price**	**UofM**	**Bidder Notes**
Normal Business Hours 6am to 6pm	$85.00	hour	Percentage Discount for Materials: 0
After Hours Service 6pm to 6am	$127.50	hour	
Weekend and Holiday	$127.50	hour	

EXHIBIT B

SERIAL 11149-S

ALL PROPERTIES SERVICES, 1924 W GREENWAY RD, PHOENIX AZ 85023

PRICING SHEET: NIGP CODE 9105201, 91052

Vendor Number:	2011001637 0
Certificates of Insurance	Required
Contract Period:	To cover the period ending **February 28, ~~2015~~ 2018.**

EXHIBIT B

SERIAL 11149-S

DIAMOND RIDGE DEVELOPMENT CORPORATION, P.O. BOX 2662, PEORIA, AZ 85380

COMPANY NAME:	**Diamond Ridge Development Corporation**
DOING BUSINESS AS (DBA) NAME:	
MAILING ADDRESS:	**P.O. Box 2662, Peoria, AZ 85380**
REMIT TO ADDRESS:	**same**
TELEPHONE NUMBER:	**623-412-8809**
FACSIMILE NUMBER:	**623-412-8328**
WEB SITE:	**www.diamondridge.biz**
REPRESENTATIVE NAME:	**Jeff Green**
REPRESENTATIVE TELEPHONE NUMBER:	**602-619-1341**
REPRESENTATIVE E-MAIL:	JGREEN@DIAMONDRIDGE.BIZ

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

PAYMENT TERMS: RESPONDENT IS REQUIRED TO PICK ONE OF THE FOLLOWING. PAYMENT TERMS WILL BE CONSIDERED IN DETERMINING LOW BID. FAILURE TO CHOOSE PAYMENT TERMS WILL RESULT IN A DEFAULT TO NET 30 DAYS.

☑ NET 30 DAYS

~~*Fourth 4th CALL*~~

CARPENTER			
Title	**Unit Price**	**UofM**	**Bidder Notes**
Normal Business Hours 6am to 6pm	$45.00	hour	Percentage Discount for Materials: 0
After Hours Service 6pm to 6am	$67.50	hour	
Weekend and Holiday	$90.00	hour	

CEMENT MASON			
Title	**Unit Price**	**UofM**	**Bidder Notes**
Normal Business Hours 6am to 6pm	$45.00	hour	Percentage Discount for Materials: 0
After Hours Service 6pm to 6am	$67.50	hour	
Weekend and Holiday	$90.00	hour	

PLASTERER			
Title	**Unit**	**UofM**	**Bidder Notes**
Normal Business Hours 6am to 6pm	$45.00	hour	Percentage Discount for Materials: 0
After Hours Service 6pm to 6am	$67.50	hour	
Weekend and Holiday	$90.00	hour	

EXHIBIT 6 SERIAL 11149-S

DIAMOND RIDGE DEVELOPMENT CORPORATION, P.O. BOX 2662, PEORIA, AZ 85380

ELECTRICIAN			
Title	**Unit Price**	**UofM**	**Bidder Notes**
Normal Business Hours 6am to 6pm	$75.00	hour	Percentage Discount for Materials: 0
After Hours Service 6pm to 6am	$112.50	hour	
Weekend and Holiday	$150.00	hour	

GENERAL LABORER			
Title	**Unit Price**	**UofM**	**Bidder Notes**
Normal Business Hours 6am to 6pm	$38.00	hour	Percentage Discount for Materials: 0
After Hours Service 6pm to 6am	$57.00	hour	
Weekend and Holiday	$76.00	hour	

PAINTER			
Title	**Unit Price**	**UofM**	**Bidder Notes**
Normal Business Hours 6am to 6pm	$42.00	hour	Percentage Discount for Materials: 0
After Hours Service 6pm to 6am	$63.00	hour	
Weekend and Holiday	$84.00	hour	

PLUMBER			
Title	**Unit Price**	**UofM**	**Bidder Notes**
Normal Business Hours 6am to 6pm	$95.00	hour	Percentage Discount for Materials: 0
After Hours Service 6pm to 6am	$142.50	hour	
Weekend and Holiday	$190.00	hour	

APPLIANCE SERVICE TECHNICIAN			
Title	**Unit Price**	**UofM**	**Bidder Notes**
Normal Business Hours 6am to 6pm	$65.00	hour	Percentage Discount for Materials: 0
After Hours Service 6pm to 6am	$97.50	hour	
Weekend and Holiday	$130.00	hour	

EXTERMINATOR			
Title	**Unit Price**	**UofM**	**Bidder Notes**
Normal Business Hours 6am to 6pm	$55.00	hour	Percentage Discount for Materials: 0
After Hours Service 6pm to 6am	$82.50	hour	
Weekend and Holiday	$110.00	hour	

GARAGE DOOR TECHNICIAN			
Title	**Unit Price**	**UofM**	**Bidder Notes**
Normal Business Hours 6am to 6pm	$85.00	hour	Percentage Discount for Materials: 0
After Hours Service 6pm to 6am	$127.50	hour	
Weekend and Holiday	$170.00	hour	

EXHIBIT B

SERIAL 11149-S

DIAMOND RIDGE DEVELOPMENT CORPORATION, P.O. BOX 2662, PEORIA, AZ 85380

GLAZIER			
Title	**Unit Price**	**UofM**	**Bidder Notes**
Normal Business Hours 6am to 6pm	$70.00	hour	Percentage Discount for Materials: 0
After Hours Service 6pm to 6am	$105.00	hour	
Weekend and Holiday	$140.00	hour	

HVAC TECHNICIAN			
Title	**Unit Price**	**UofM**	**Bidder Notes**
Normal Business Hours 6am to 6pm	$75.00	hour	Percentage Discount for Materials: 0
After Hours Service 6pm to 6am	$112.50	hour	
Weekend and Holiday	$150.00	hour	

SWIMMING POOL TECH			
Title	**Unit Price**	**UofM**	**Bidder Notes**
Normal Business Hours 6am to 6pm	$45.00	hour	Percentage Discount for Materials: 0
After Hours Service 6pm to 6am	$67.50	hour	
Weekend and Holiday	$90.00	hour	

LOCKSMITH			
Title	**Unit Price**	**UofM**	**Bidder Notes**
Normal Business Hours 6am to 6pm	$70.00	hour	Percentage Discount for Materials: 0
After Hours Service 6pm to 6am	$105.00	hour	
Weekend and Holiday	$140.00	hour	

MASONRY			
Title	**Unit Price**	**UofM**	**Bidder Notes**
Normal Business Hours 6am to 6pm	$45.00	hour	Percentage Discount for Materials: 0
After Hours Service 6pm to 6am	$67.50	hour	
Weekend and Holiday	$90.00	hour	

FENCING & GATES REPAIR CHAIN-LINK			
Title	**Unit Price**	**UofM**	**Bidder Notes**
Normal Business Hours 6am to 6pm	$45.00	hour	Percentage Discount for Materials: 0
After Hours Service 6pm to 6am	$67.50	hour	
Weekend and Holiday	$90.00	hour	

LAWN & SHRUB MAINTENANCE			
Title	**Unit Price**	**UofM**	**Bidder Notes**
Normal Business Hours 6am to 6pm	$45.00	hour	Percentage Discount for Materials: 0
After Hours Service 6pm to 6am	$67.50	hour	
Weekend and Holiday	$90.00	hour	

EXHIBIT B

SERIAL 11149-S

DIAMOND RIDGE DEVELOPMENT CORPORATION, P.O. BOX 2662, PEORIA, AZ 85380

REFRIGERANT EXTRACTION SERVICES			
Title	**Unit Price**	**UofM**	**Bidder Notes**
Normal Business Hours 6am to 6pm	$120.00	hour	Percentage Discount for Materials: 0
After Hours Service 6pm to 6am	$180.00	hour	
Weekend and Holiday	$240.00	hour	

PRICING SHEET: NIGP CODE 9105201, 91052

Vendor Number: 2011000312 0

Certificates of Insurance Required

Contract Period: To cover the period ending **February 28, ~~2015~~ 2018.**

SERIAL 11149-S

EXHIBIT B

TOTAL CONSTRUCTION SERVICES, 9414 E. SAN SALVADOR DR., STE #150, SCOTTSDALE, AZ 85258
~~2140 E. 5TH ST. SUITE # 12, TEMPE, ARIZONA 85281~~

COMPANY NAME:	**Septon Development Group**
DOING BUSINESS AS (DBA) NAME:	**Total Construction Services**
MAILING ADDRESS:	**9414 E. San Salvador Dr., Ste #150, Scottsdale, AZ 85258**
	~~2140 E. 5th St. Suite # 12, Tempe, Arizona 85281~~
REMIT TO ADDRESS:	
TELEPHONE NUMBER:	**480-391-8383**
FACSIMILE NUMBER:	**480-355-3026**
WEB SITE:	**www.tcs-sdg.com**
REPRESENTATIVE NAME:	**Seth Friedman**
REPRESENTATIVE TELEPHONE NUMBER:	**602-499-8383**
REPRESENTATIVE E-MAIL:	**Seth@tcs-sdg.com**

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

PAYMENT TERMS: RESPONDENT IS REQUIRED TO PICK ONE OF THE FOLLOWING PAYMENT TERMS WILL BE CONSIDERED IN DETERMINING LOW BID. FAILURE TO CHOOSE PAYMENT TERMS WILL RESULT IN A DEFAULT TO NET 30 DAYS.

☑ NET 45 DAYS

~~*Second 2nd CALL*~~

CARPENTER			
Title	**Unit Price**	**UofM**	**Bidder Notes**
Normal Business Hours 6am to 6pm	$50.00	hour	Percentage Discount for Materials: 0
After Hours Service 6pm to 6am	$75.00	hour	
Weekend and Holiday	$75.00	hour	
CEMENT MASON			
Title	**Unit Price**	**UofM**	**Bidder Notes**
Normal Business Hours 6am to 6pm	$50.00	hour	Percentage Discount for Materials: 0
After Hours Service 6pm to 6am	$75.00	hour	
Weekend and Holiday	$75.00	hour	
PLASTERER			
Title	**Unit Price**	**UofM**	**Bidder Notes**
Normal Business Hours 6am to 6pm	$50.00	hour	Percentage Discount for Materials: 0
After Hours Service 6pm to 6am	$75.00	hour	
Weekend and Holiday	$75.00	hour	

EXHIBIT B

SERIAL 11149-S

TOTAL CONSTRUCTION SERVICES, 9414 E. SAN SALVADOR DR., STE #150, SCOTTSDALE, AZ 85258
~~2140 E. 5TH ST. SUITE # 12, TEMPE, ARIZONA 85281~~

ELECTRICIAN			
Title	**Unit Price**	**UofM**	**Bidder Notes**
Normal Business Hours 6am to 6pm	$65.00	hour	Percentage Discount for Materials: 0
After Hours Service 6pm to 6am	$85.00	hour	
Weekend and Holiday	$85.00	hour	

GENERAL LABORER			
Title	**Unit Price**	**UofM**	**Bidder Notes**
Normal Business Hours 6am to 6pm	$25.00	hour	Percentage Discount for Materials: 0
After Hours Service 6pm to 6am	$30.00	hour	
Weekend and Holiday	$30.00	hour	

PAINTER			
Title	**Unit Price**	**UofM**	**Bidder Notes**
Normal Business Hours 6am to 6pm	$50.00	hour	Percentage Discount for Materials: 0
After Hours Service 6pm to 6am	$75.00	hour	
Weekend and Holiday	$75.00	hour	

PLUMBER			
Title	**Unit Price**	**UofM**	**Bidder Notes**
Normal Business Hours 6am to 6pm	$65.00	hour	Percentage Discount for Materials: 0
After Hours Service 6pm to 6am	$90.00	hour	
Weekend and Holiday	$90.00	hour	

APPLIANCE SERVICE TECHNICIAN			
Title	**Unit Price**	**UofM**	**Bidder Notes**
Normal Business Hours 6am to 6pm	$65.00	hour	Percentage Discount for Materials: 0
After Hours Service 6pm to 6am	$85.00	hour	
Weekend and Holiday	$85.00	hour	

EXTERMINATOR			
Title	**Unit Price**	**UofM**	**Bidder Notes**
Normal Business Hours 6am to 6pm	$50.00	hour	Percentage Discount for Materials: 0
After Hours Service 6pm to 6am	$75.00	hour	
Weekend and Holiday	$75.00	hour	

GARAGE DOOR TECHNICIAN			
Title	**Unit Price**	**UofM**	**Bidder Notes**
Normal Business Hours 6am to 6pm	$65.00	hour	Percentage Discount for Materials: 0
After Hours Service 6pm to 6am	$75.00	hour	
Weekend and Holiday	$75.00	hour	

EXHIBIT B

SERIAL 11149-S

TOTAL CONSTRUCTION SERVICES, 9414 E. SAN SALVADOR DR., STE #150, SCOTTSDALE, AZ 85258
~~2140 E. 5TH ST. SUITE # 12, TEMPE, ARIZONA 85281~~

GLAZIER			
Title	**Unit Price**	**UofM**	**Bidder Notes**
Normal Business Hours 6am to 6pm	$50.00	hour	Percentage Discount for Materials: 0
After Hours Service 6pm to 6am	$75.00	hour	
Weekend and Holiday	$75.00	hour	

HVAC TECHNICIAN			
Title	**Unit Price**	**UofM**	**Bidder Notes**
Normal Business Hours 6am to 6pm	$65.00	hour	Percentage Discount for Materials: 0
After Hours Service 6pm to 6am	$85.00	hour	
Weekend and Holiday	$85.00	hour	

SWIMMING POOL TECH			
Title	**Unit Price**	**UofM**	**Bidder Notes**
Normal Business Hours 6am to 6pm	$50.00	hour	Percentage Discount for Materials: 0
After Hours Service 6pm to 6am	$75.00	hour	
Weekend and Holiday	$75.00	hour	

LOCKSMITH			
Title	**Unit Price**	**UofM**	**Bidder Notes**
Normal Business Hours 6am to 6pm	$65.00	hour	Percentage Discount for Materials: 0
After Hours Service 6pm to 6am	$85.00	hour	
Weekend and Holiday	$85.00	hour	

MASONRY			
Title	**Unit Price**	**UofM**	**Bidder Notes**
Normal Business Hours 6am to 6pm	$50.00	hour	Percentage Discount for Materials: 0
After Hours Service 6pm to 6am	$75.00	hour	
Weekend and Holiday	$75.00	hour	

FENCING & GATES REPAIR CHAIN-LINK			
Title	**Unit Price**	**UofM**	**Bidder Notes**
Normal Business Hours 6am to 6pm	$65.00	hour	Percentage Discount for Materials: 0
After Hours Service 6pm to 6am	$85.00	hour	
Weekend and Holiday	$85.00	hour	

LAWN & SHRUB MAINTENANCE			
Title	**Unit Price**	**UofM**	**Bidder Notes**
Normal Business Hours 6am to 6pm	$60.00	hour	Percentage Discount for Materials: 0
After Hours Service 6pm to 6am	$80.00	hour	
Weekend and Holiday	$80.00	hour	

EXHIBIT B

SERIAL 11149-S

TOTAL CONSTRUCTION SERVICES, 9414 E. SAN SALVADOR DR., STE #150, SCOTTSDALE, AZ 85258
~~2140 E. 5TH ST. SUITE # 12, TEMPE, ARIZONA 85281~~

REFRIGERANT EXTRACTION SERVICES			
Title	**Unit Price**	**UofM**	**Bidder Notes**
Normal Business Hours 6am to 6pm	$65.00	hour	Percentage Discount for Materials: 0
After Hours Service 6pm to 6am	$85.00	hour	
Weekend and Holiday	$85.00	hour	

PRICING SHEET: NIGP CODE 9105201, 91052

Vendor Number: 2011001634 0

Certificates of Insurance Required

Contract Period: To cover the period ending **February 28, ~~2015~~ 2018.**

EXHIBIT B

SERIAL 11149-S

WOODRUFF CONSTRUCTION, 9401 N. 7TH AVE. PHOENIX, AZ 85021

COMPANY NAME:	**BWC Enterprises Inc.**
DOING BUSINESS AS (DBA) NAME:	**Woodruff Construction**
MAILING ADDRESS:	**9401 N. 7th Ave. Phoenix, AZ 85021**
REMIT TO ADDRESS:	**9401 N. 7th Ave. Phoenix, AZ 85021**
TELEPHONE NUMBER:	**480-921-1925**
FACSIMILE NUMBER:	**480-446-0825**
WEB SITE:	**www.woodruffaz.com**
REPRESENTATIVE NAME:	**Wade Woodruff**
REPRESENTATIVE TELEPHONE NUMBER:	**480-921-1925**
REPRESENTATIVE E-MAIL:	**wade.woodruff@woodruffaz.com**

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	☑	☐	1%
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	☑	☐	

PAYMENT TERMS: RESPONDENT IS REQUIRED TO PICK ONE OF THE FOLLOWING PAYMENT TERMS WILL BE CONSIDERED IN DETERMINING LOW BID. FAILURE TO CHOOSE PAYMENT TERMS WILL RESULT IN A DEFAULT TO NET 30 DAYS.

☑ NET 30 DAYS

~~*Third 3rd CALL*~~

CARPENTER			
Title	**Unit Price**	**UofM**	**Bidder Notes**
Normal Business Hours 6am to 6pm	$40.50	hour	Percentage Discount for Materials: 1
After Hours Service 6pm to 6am	$49.25	hour	
Weekend and Holiday	$58.25	hour	

CEMENT MASON			
Title	**Unit Price**	**UofM**	**Bidder Notes**
Normal Business Hours 6am to 6pm	$44.00	hour	Percentage Discount for Materials: 1
After Hours Service 6pm to 6am	$54.00	hour	
Weekend and Holiday	$63.00	hour	

PLASTERER			
Title	**Unit**	**UofM**	**Bidder Notes**
Normal Business Hours 6am to 6pm	$44.00	hour	Percentage Discount for Materials: 1
After Hours Service 6pm to 6am	$54.00	hour	
Weekend and Holiday	$63.00	hour	

EXHIBIT B

SERIAL 11149-S

WOODRUFF CONSTRUCTION, 9401 N. 7TH AVE. PHOENIX, AZ 85021

ELECTRICIAN			
Title	**Unit Price**	**UofM**	**Bidder Notes**
Normal Business Hours 6am to 6pm	$63.00	hour	Percentage Discount for Materials: 1
After Hours Service 6pm to 6am	$73.50	hour	
Weekend and Holiday	$97.00	hour	
GENERAL LABORER			
Title	**Unit Price**	**UofM**	**Bidder Notes**
Normal Business Hours 6am to 6pm	$35.00	hour	Percentage Discount for Materials: 1
After Hours Service 6pm to 6am	$39.00	hour	
Weekend and Holiday	$51.00	hour	
PAINTER			
Title	**Unit Price**	**UofM**	**Bidder Notes**
Normal Business Hours 6am to 6pm	$35.00	hour	Percentage Discount for Materials: 1
After Hours Service 6pm to 6am	$39.00	hour	
Weekend and Holiday	$51.00	hour	
PLUMBER			
Title	**Unit Price**	**UofM**	**Bidder Notes**
Normal Business Hours 6am to 6pm	$65.00	hour	Percentage Discount for Materials: 1
After Hours Service 6pm to 6am	$97.50	hour	
Weekend and Holiday	$99.00	hour	
APPLIANCE SERVICE TECHNICIAN			
Title	**Unit Price**	**UofM**	**Bidder Notes**
Normal Business Hours 6am to 6pm	$97.00	hour	Percentage Discount for Materials: 1
After Hours Service 6pm to 6am	$103.00	hour	
Weekend and Holiday	$120.00	hour	
EXTERMINATOR			
Title	**Unit Price**	**UofM**	**Bidder Notes**
Normal Business Hours 6am to 6pm	$40.00	hour	Percentage Discount for Materials: 1
After Hours Service 6pm to 6am	$50.00	hour	
Weekend and Holiday	$62.00	hour	
GARAGE DOOR TECHNICIAN			
Title	**Unit Price**	**UofM**	**Bidder Notes**
Normal Business Hours 6am to 6pm	$123.00	hour	Percentage Discount for Materials: 1
After Hours Service 6pm to 6am	$175.00	hour	
Weekend and Holiday	$205.00	hour	

EXHIBIT B

SERIAL 11149-S

WOODRUFF CONSTRUCTION, 9401 N. 7TH AVE. PHOENIX, AZ 85021

GLAZIER			
Title	**Unit Price**	**UofM**	**Bidder Notes**
Normal Business Hours 6am to 6pm	$65.50	hour	Percentage Discount for Materials: 1
After Hours Service 6pm to 6am	$95.00	hour	
Weekend and Holiday	$103.00	hour	

HVAC TECHNICIAN			
Title	**Unit Price**	**UofM**	**Bidder Notes**
Normal Business Hours 6am to 6pm	$78.00	hour	Percentage Discount for Materials: 1
After Hours Service 6pm to 6am	$115.00	hour	
Weekend and Holiday	$138.00	hour	

SWIMMING POOL TECH			
Title	**Unit Price**	**UofM**	**Bidder Notes**
Normal Business Hours 6am to 6pm	$73.00	hour	Percentage Discount for Materials: 1
After Hours Service 6pm to 6am	$83.00	hour	
Weekend and Holiday	$92.00	hour	

LOCKSMITH			
Title	**Unit Price**	**UofM**	**Bidder Notes**
Normal Business Hours 6am to 6pm	$50.00	hour	Percentage Discount for Materials: 1
After Hours Service 6pm to 6am	$65.00	hour	
Weekend and Holiday	$75.00	hour	

MASONRY			
Title	**Unit Price**	**UofM**	**Bidder Notes**
Normal Business Hours 6am to 6pm	$45.00	hour	Percentage Discount for Materials: 1
After Hours Service 6pm to 6am	$55.00	hour	
Weekend and Holiday	$64.00	hour	

FENCING & GATES REPAIR CHAIN-LINK			
Title	**Unit Price**	**UofM**	**Bidder Notes**
Normal Business Hours 6am to 6pm	$47.00	hour	Percentage Discount for Materials: 1
After Hours Service 6pm to 6am	$65.00	hour	
Weekend and Holiday	$71.00	hour	

LAWN & SHRUB MAINTENANCE			
Title	**Unit Price**	**UofM**	**Bidder Notes**
Normal Business Hours 6am to 6pm	$31.00	hour	Percentage Discount for Materials: 1
After Hours Service 6pm to 6am	$36.00	hour	
Weekend and Holiday	$42.00	hour	

EXHIBIT B

SERIAL 11149-S

WOODRUFF CONSTRUCTION, 9401 N. 7TH AVE. PHOENIX, AZ 85021

REFRIGERANT EXTRACTION SERVICES			
Title	**Unit Price**	**UofM**	**Bidder Notes**
Normal Business Hours 6am to 6pm	$100.00	hour	Percentage Discount for Materials: 1
After Hours Service 6pm to 6am	$110.00	hour	
Weekend and Holiday	$120.00	hour	

PRICING SHEET: NIGP CODE 9105201, 91052

Vendor Number: 2011001018 0

Certificates of Insurance Required

Contract Period: To cover the period ending **February 28, ~~2015~~ 2018.**

GENERAL MAINTENANCE AND REPAIR (HANDYMAN SERVICES)

1.0 INTENT:

Maricopa County is soliciting responsive and responsible contractors to provide all labor, supervision, materials, replacement parts, supplies, tools, transportation, equipment and incidentals required to provide comprehensive General Maintenance & Repair for County owned **and/or maintained** facilities and properties. There are various disciplines required by this contract. Prospective contractors can bid on any or all of the disciplines. It is anticipated that this contract will result in multiple awards.

Residential Handyman services are needed for residential properties owned and maintained by the Maricopa County Department of Transportation and the Flood Control District of Maricopa County and the County Housing Authority. The Handyman Service contract should be able to provide services that are mentioned above.

Other governmental entities under agreement with the County may have access to services provided hereunder (see also Sections 2.10 and 2.11, below).

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

2.0 SCOPE OF SERVICES:

2.1 GENERAL MAINTENANCE WORKER/HANDYMAN SERVICES

2.1.1 CARPENTER

Carpenters possess skills and perform work which is basic to most building construction. They erect wood and steel framework in buildings; build forms for concrete; and erect partitions, stud, joints, drywalls, and rafters. Install all types of floor coverings, ceilings, paneling, trim, and interior systems. They must be very skill as "finish" work is visible and often involves expensive materials. Construct docks, work with large timbers, and drive piles to support the foundations of buildings and bridges. They work from blueprints and working drawings to determine materials required for installation.

2.1.2 CEMENT MASON

Concrete workers place, spread, compact, finish and cure concrete for buildings, roads, tunnels, bridges and marine structures, using hand tools, vibrators, pumps, trowelling machinery and other power tools.

- Mix cement, gravel, sand and water, etc., to manufacture concrete on site
- Move concrete into position by means of a concrete pump
- Place concrete into formwork
- Operate paving and trowelling machines to float, trowel and polish the concrete surface
- Create different surface textures by tamping, smoothing and shaping the concrete surface
- Cut joints into hardened concrete
- Mix and apply pigments when a colored surface is required
- Utilize powered or manual wheel barrows
- Dig foundation trenches

2.1.3 PLASTERER

Plasterers finish interior walls and ceilings with plaster materials, apply durable cement plasters, polymer-based acrylic finishes, and stucco to exterior surfaces. When working with interior surfaces such as cinder block and concrete, they first apply a brown coat that provides a base, and then a second coat or finish coat of lime-based plaster. A primary base or scratch coat is necessary when plastering over wire mesh. For a finish coat, plasterers prepare a mixture of lime, Portland cement, and water.

2.1.4 ELECTRICIAN

Electricians lay out, install, and test electrical service and electrical wire systems used to provide heat, light, power, air conditioning, and refrigeration in homes, office building, factories, hospitals, and schools. They also install conduit and other materials, and connect electrical machinery, equipment, and controls and transmission systems. They work from blueprints and working drawings to determine materials required for installation.

2.1.5 GENERAL LABORER

General Laborers range from unskilled to semi-skilled workers whose duties include but are not limited to handling the materials of bricklayers, cement masons, and carpenters. A laborer must know how to work with his/her hands and with power tools run by gasoline, electricity, and compressed air. They may work with pavement breakers, reamers, pumps, compressors, lasers, and vibrators. Laborers, place and vibrate concrete, landscape, install pipe, and do a variety of other jobs. Work involves a variety of duties, including but not limited to:

- Replacing electrical receptacles, wires, switches, fixtures, motors, lamps & ballast;
- Using plaster or compound to patch minor holes and cracks in walls and ceilings;
- Repairing or replacing sinks and toilets;
- Painting structures;
- Repairing or replacing concrete floors, steps, and walkways;
- Replacing damaged wall and floor coverings;
- Hanging doors and installing door locks;
- Replacing broken windows, screens and mirrors;
- Repairing or replacing fencing and gates;
- Minor roof repair, but not roof replacement

2.1.6 PAINTER

Performs duties requiring proficiency in the trade to paint walls, woodwork, and fixtures. Work may include but not be limited to painting of various surfaces as required to present a well-maintained appearance. Work may be interior or exterior. Painting includes the preparation of surfaces and the application of paint, varnish, enamel, lacquer, and similar materials to wood, metal, or masonry buildings. Painters may apply the paint with a brush, a spray gun, or a roller. They also mix pigments, oils, and other ingredients to obtain the required color and consistency.

2.1.7 PLUMBER

Plumbers are skilled craftsmen who install, repair and alter pipe systems that carry gases, water and other liquids required for sanitation, storm water, industrial production, Replace ejector pumps and other uses. They install plumbing fixtures, appliances, bathtubs, basins, sinks, showers, and grease line systems. They work from blueprints and working drawings to determine materials required for installation. They cut and thread pipe. Work may include all aspects of general Maintenance and repair of commercial properties. Work may be interior or exterior.

2.1.8 APPLIANCE SERVICE TECHNICIAN

Installs, services and repairs all types of large and small appliances such as ranges, refrigerators, dishwashing machines, microwaves, flat top grills, slicing machines, toasters, ice cream machines, steam tables, coffee and tea makers, soda fountains, kitchen exhaust hoods (vents) and other commercial /residential (gas and/or) electrical appliances, using hand tools, test equipment and following wiring diagrams and manufacturer 'specifications.

2.1.9 EXTERMINATOR

Perform or subcontract general pest control for commercial and single family residential structures. This includes interior/exterior treatment for common household pests.

2.1.10 GARAGE DOOR TECHNICIAN

Maintains current knowledge of safe installation and operation of garage doors, springs, and openers in compliance with applicable codes. Work may include, but not be limited to maintenance and repair of garage door openers.

2.1.11 GLAZIER

Performs glass services requiring proficient skills in safe repair and replacement of window glass and mirrors in commercial properties.

2.1.12 HVAC TECHNICIAN

Installs, services and repairs environmental-control systems in residential, commercial establishments (such as apartment or condo buildings), utilizing knowledge of refrigeration theory, pipefitting and structural layout. Replaces defective breaker controls, thermostats, switches, fuses and electrical wiring to repair installed units. Work may include, but not be limited to, maintenance and repair of heating and cooling systems, and ductwork.

2.1.13 SWIMMING POOL TECH

Clean and maintain pool. Includes checking and cleaning filters, repairing piping/hoses and maintaining recommended chemical levels.

2.1.14 LOCKSMITH

Change/rekey door locks, mailbox locks, and padlocks.

2.1.15 MASONRY

Install/repair any and all types of masonry block structures as needed to secure property, well heads, pump stations, etc.

2.1.16 FENCING & GATES REPAIR CHAIN-LINK

Repairs, installs chain-link fencing and gates. Also repairs automatic closings of chain-link gates

2.1.17 LAWN & SHRUB MAINTENANCE

Mow grass/weeds, trim shrubs/trees. Remove dead vegetation.

2.1.18 REFRIGERANT EXTRACTION SERVICES FROM APPLIANCE & AIR CONDITIONERS

Recover refrigerant from air conditioning units and refrigerators.

2.2 SERVICE HOURS:

Service shall be made available to the County 365 days per year, 24 hours per day.

BUSINESS HOURS shall be work performed between 6:00 AM to 6:00 PM, Monday through Friday.

AFTER HOURS SERVICE shall be work performed after 6:00 PM and before 6:00 AM the next morning.

WEEKEND AND HOLIDAY shall be work performed during Saturday, Sunday or during any County holiday.

2.2.1 RESPONSE TIMES:

Response time to all *BUSINESS HOURS* repair service work shall be within four (4) hours on-site after Contractor receives request from FMD or other County departments, with the exception of an emergency request that occurs during *BUSINESS HOURS*, which shall be two (2) hours.

AFTER HOURS and *WEEKENDS/HOLIDAY* repair request shall have a four (4) hour response time, unless declared an emergency, then it shall be two (2) hours on site.

The Contractor shall be required to provide the County a twenty-four (24) hour toll free access to their staff via any communications system they choose

Contractor shall coordinate all repair/installation schedules with FMD (Or other County requesting agencies) before beginning work. All electrical connections requiring a power outage shall be made during an approved time limit, and coordinated by FMD or County agency staff.

2.3 RENTAL EQUIPMENT.

Backhoes
Jackhammers
Concrete cutters
Excavators
Chain hoists

These items (and other approved equipment), if rented from a rental contractor, will be allowed the rental charge plus an administrative mark-up cost not to exceed five percent (5%). If owned, the equipment shall be charged per the bid rate in Attachment A, PRICING.

2.4 PROJECT WORK AND TIME AND MATERIALS:

Project work shall mean work performed on major projects or major repairs to facilities. Each of the contractors assigned to this contract shall be provided a request for project quote with a detailed Scope of Work. As such, each contractor MUST submit a response, with award to the lowest quote of the project. Contractors are not to submit their own project quote sheets. Only County letterhead quote sheets are acceptable. All terms and conditions are those established under this agreement. All additional labor charges outside the Scope Of Work are those established in Attachment A, PRICING.

(A) The threshold from time and materials to project work shall be $5,000.00. Exceptions to this shall be emergencies that arise and must be dealt with immediately without the time for project quotes. This figure is not firm fixed. The County reserves the right to adjust this figure to a higher-level if deemed in the best interest of the department.

(B) The County's project quote sheet will contain the following information:

The contract serial number and name;
Name and address of site;
FMD site number;
Detailed scope of work,
Other information relative to the S-O-W,
Project start/finish time line (optional),
Check box for "will quote" or "will not quote" the project,
Signature line for both the County and the Contractor

2.4.1 After site review of the project, all contractors shall submit the project quote sheet back to the requestor, either with acceptance and a firm price; or decline with a written reason as to why the project was declined. Contractors who have declined project work a minimum of three times during a six-month period shall be required to attend a meeting with the Office of Procurement Services and FMD to discuss consideration for default of contract as this is indicative of the Contractor's desire not to do business with the County.

2.4.1.1 The submitted project price quote shall be inclusive. That is, any cost overruns to be absorbed by the Contractor, or cost savings to be additional profit. Exceptions to this are changes requested by the County that incur higher project cost and longer delays. All change orders to a project must be in writing, referencing the contract serial number, and approved by FMD (or County user agency if request was made by them) prior to any authorization to proceed. The Contractor who fails to acquire change orders in writing runs the risk of incurring these additional costs without payment. ALL contractors are to have an opportunity to quote on project work, and the County user agencies MUST ensure all contractors of record for plumbing service receive such documentation.

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

2.4.1.2 Dependant on the complexity/nature of the project, a predetermined and/or pre-identified mandatory site meeting may be held to ensure all contractors are aware of important issues regarding the project. Mandatory site meetings will require a sign-in sheet. Contractors who do not show-up to a mandatory site meeting and who submit a project quote will be considered "non-responsive".

2.4.1.3 Contractors shall be compensated for additional work requested that is not detailed in the scope via the labor rates bid in Attachment A, PRICING. Note: all extra work outside the S-O-W must be in writing.

2.4.1.4 Project Price Ceiling Limits:
Projects shall not exceed $150,000.00 each. If an emergency occurs, this price ceiling may be lifted if approved by the Office of Procurement Services Procurement Officer assigned to this contract, otherwise, the project may be separately bid outside of this contract document. This to ensure the County receives adequate competition for such work.

2.4.1.5 Time and Materials:
This contract may also be used for time and materials work (not to exceed $5,000) and priced per hour as bid in the pricing section. Each bidder shall be ranked as first call, second call, third call, and so on, and based on the type of service they provide (i.e., residential, commercial, industrial, or a combination thereof). The contractor of record having the lowest labor bid shall be called first by the requesting department for time and materials service. If the vendor is

unable to respond in the time parameters, the requesting agency shall proceed to the next lowest bidder. The County must document this via a rank call log. Consistent decline of service requests by a vendor or consistent non-compliance with response time specifications shall cause the County to review the file and a determination made for default of contract.

2.4.2 Trip Charges:

An imaginary circular boundary with 301 West Jefferson Street Phoenix, Arizona, as the center point, and within a radius of twenty-five (25) miles from this point, will be considered the normal geographical service area for this Contract. Sites outside this boundary may incur a single round trip, trip charge per service call.

2.4.3 CONTRACTOR QUALIFICATIONS:

2.4.3.1 The Contractor must have a current and active license issued by the State of Arizona Registrar of Contractors. Proof of such must accompany the bid package.

B-01 GENERAL COMMERCIAL CONTRACTOR and/or

L-61 CARPENTRY, REMODELING AND REPAIRS and/or

K-61 CARPENTRY, REMODELING AND REPAIRS

2.4.4 CONTRACTOR REQUIREMENTS:

2.4.4.1 All service work performed by Contractor shall be to a professional standard, performed in a neat and workmanship manner, meeting all required state and municipal building codes, and susceptible to FMD (Or other using agencies) staff inspection and approval. Documentation, through an audit and feedback system of contract administration shall be used in this contract, by the County departments.

2.4.4.2 Permits required by local municipal authorities shall be obtained by the Contractor for all time and materials and project work. Cost shall be paid by the Contractor and invoiced to the County with not to exceed 5% mark-up administrative cost.

2.4.4.3 The Contractor shall perform the work in a way to minimize disruption to the normal operation of building tenants. Upon completion of work the Contractor is responsible for cleaning and removing from the job site all debris, materials, and equipment associated with the work performed.

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

2.4.4.5 The Contractor shall ensure all trash generated by work performed (either repairs or retrofitting) shall be removed from the site. Additionally, the Contractor will ensure all disturbances to the area where the Contractor performed work are restored to the same condition prior to start of the job. Such disturbances may include, but not limited to: loose dirt, dislocated gravel; removed vegetation; footprints; old asphalt/concrete; etc. If an inspection reveals that the Contractor fails to clean up after work has been performed, The County will notify the Contractor of the discrepancy and the Contractor will have twenty-four (24) hours to make the needed correction. Should the

Contractor still fail to clean the area, the County reserves the right to make other arrangements to have the area cleaned and the County shall deduct the cost from the Contractor's invoicing.

2.4.4.6 In the event the work performance of the Contractor is unsatisfactory, the Contractor will be notified by the County and be given one day to correct the work. Labor for all re-work will be at no cost to the County.

2.4.4.7 A background check will be a requirement for all employees of Contractor's staff providing services to the County. This option shall allow the Contractor to access areas within the County such as detention facilities, court buildings, and other restricted areas. The cost of this service shall be incurred by the County.

2.4.4.8 Employees of the Contractor:

No one except authorized employees of the Contractor is allowed on the premises of Maricopa County Buildings and/or property. Contractor's employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor.

2.4.5 DETENTION FACILITIES

The Maricopa County Sheriff's Office (MCSO) does not allow a service contractor access into a Detention Facility to perform any type of service unless a background check has been completed. Exhibit 2, Detention Facilities Security Guidelines, explains all the necessary requirements of contractors performing work at such facilities. If it is anticipated a plumbing contractor who has staff visiting the site on a consistent basis, these forms will be completed by the person requesting facility access and the background check will be completed prior to approving access.

Once the form is filled out and submitted to FMD, the Contractor shall be notified if approved. If approved, a list of the approved names will be given to the Detention Facility where the work is to be preformed. Only those on the list will be granted access.

For small jobs lasting only a few days or less, the Facilities Maintenance Officer at the facility will complete the background checks.

A pictured ID is required upon entry and must match the name on the approved access list.

2.5 USAGE REPORT:

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

2.6 INVOICES AND PAYMENTS:

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

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

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

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

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

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

2.7 TAX:

No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

2.8 **APPLICABLE TAXES:**

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

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

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

2.9 DELIVERY:

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

2.10 FUEL COST PRICE ADJUSTMENT:

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

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

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

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

2.10.5 Fuel Cost Application Requirement. The Contractor must provide documentation including type of motor fuel and fuel invoices with price of the fuel used in providing services under this Contract, from the month bids were due and the month of the cost adjustment request, with any fuel cost adjustment application. The fuel cost adjustment application must be completed with all applicable data, and signed by the Contractor.

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

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

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

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

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

2.11 STRATEGIC ALLIANCE for VOUME EXPENDITURES ($AVE):

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

2.12 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)

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

3.0 CONTRACTUAL TERMS & CONDITIONS:

3.1 CONTRACT TERM:

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

3.2 OPTION TO RENEW:

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

3.3 PRICE ADJUSTMENTS:

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

3.4 INDEMNIFICATION:

3.4.1 **To the fullest extent permitted by law, and to the extent that claims, damages, losses or expenses are not covered and paid by insurance purchased by the Contractor, the Contractor shall defend indemnify and hold harmless the County (as Owner), its agents, representatives, agents, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses (including, but not limited to attorneys' fees, court costs, expert witness fees, and the costs and attorneys' fees for appellate proceedings) arising out of, or alleged to have resulted from the negligent acts, errors, omissions, or mistakes relating to the performance of this Contract.**

3.4.2 **Contractor's duty to defend, indemnify, and hold harmless the County, its agents, representatives, agents, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss, or expense that is**

attributable to bodily injury, sickness, disease, death or injury to, impairment of, or destruction of tangible property, including loss of use resulting there from, caused by negligent acts, errors, omissions, or mistakes in the performance of this Contract, but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, any one directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

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

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

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

3.5 INSURANCE:

3.5.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

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

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

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

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

3.5.6 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve

Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

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

3.5.8 The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

3.5.9 Commercial General Liability:

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than $2,000,000 for each occurrence, $4,000,000 Products/Completed Operations Aggregate, and $4,000,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provisions which would serve to limit third party action over claims. There shall be no endorsement or modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

3.5.10 Automobile Liability:

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than $1,000,000 each occurrence with respect to any of the Lessee's owned, hired, and non-owned vehicles assigned to or used in performance of the Lessee's work or services or use or maintenance of the Premises under this Lease.

3.5.11 Workers' Compensation:

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

3.5.11.2 **Lessee, its contractors and its subcontractors waive all rights against Lessor and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Lessee, its contractors and its subcontractors pursuant to this Lease.**

3.5.12 Certificates of Insurance.

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

3.5.12.1.1 In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Contractor's

work or services and as evidenced by annual Certificates of Insurance.

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

3.5.13 Cancellation and Expiration Notice.

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

3.6 PROCUREMENT CARD ORDERING CAPABILITY:

County may determine to use a procurement card that may be used from time-to-time, to place and make payment for orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.7 INTERNET ORDERING CAPABILITY:

It is the intent of County to use the Internet to communicate and to place orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.8 ORDERING AUTHORITY.

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

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

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

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

3.9 REQUIREMENTS CONTRACT:

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

3.9.2 County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to

and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

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

3.10 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

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

3.11 TERMINATION FOR DEFAULT:

The County may, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

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

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

3.11.3 **Perform any of the other provisions of this contract.**

3.11.4 **The County's right to terminate this contract under these subparagraphs may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the County) after receipt of the notice from the Procurement Officer specifying the failure.**

3.12 TERMINATION BY THE COUNTY:

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

3.13 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

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

3.14 OFFSET FOR DAMAGES;

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

3.15 ADDITIONS/DELETIONS OF SERVICE:

3.15.1 The County reserves the right to add and/or delete materials to a Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.

3.15.2 **The County reserves the right of final approval on proposed staff for all Task Orders. Also, upon request by the County, the Contractor will be required to remove any employees working on County projects and substitute personnel based on the discretion of the County within two business days, unless previously approved by the County.**

3.16 SUBCONTRACTING:

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

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

3.17 AMENDMENTS:

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

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

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

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

3.19 AUDIT DISALLOWANCES:

If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance and the

required course of action, which shall be at the option of the County either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

3.20 VALIDITY:

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

3.21 RIGHTS IN DATA:

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

3.22 RELATIONSHIPS:

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

3.23 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

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

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

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

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

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

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

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

~~3.24 ALTERNATIVE DISPUTE RESOLUTION:~~

~~3.24.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory~~

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

~~3.24.1.1 Render a decision;~~

~~3.24.1.2 Notify the parties that the exhibits are available for retrieval; and~~

~~3.24.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).~~

~~3.24.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.~~

~~3.24.3 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.~~

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

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

3.25.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 3.25.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

~~3.26 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:~~

~~3.26.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract.~~

~~3.26.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.~~

3.27 CONTRACTOR LICENSE REQUIREMENT:

3.27.1 The Respondent shall procure all permits, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his business. The Respondent shall keep fully informed of existing and future Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same.

3.27.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to posses the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1502 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

3.28 INFLUENCE

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

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

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

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

3.29 **NON-DISCRIMINATION:**

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website http://www.azgovernor.gov/dms/upload/EO_2009_09.pdf which is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, CONTRACTOR shall not discriminate against any employee, client or any or any

other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

3.30 **PUBLIC RECORDS:**

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