

SERIAL 210214-S COUNTY ROADWAY LANDSCAPE MAINTENANCE SERVICES

DATE OF LAST REVISION: August 17, 2023

CONTRACT END DATE: August 31, 2024

CONTRACT PERIOD THROUGH AUGUST 31, ~~2023~~ 2024

TO: All Departments

FROM: Office of Procurement Services

SUBJECT: Contract for **COUNTY ROADWAY LANDSCAPE MAINTENANCE 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 **September 01, 2021**

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.



Kevin Tyne, Chief Procurement Officer
Office of Procurement Services

LN/mm
Attach

Copy to: Office of Procurement Services
 Martie Billings, MCDOT
 Doreen Toby, MCDOT
 Tony Delsol, MCDOT

(Please remove Serial 170007-S from your contract notebooks)

**ARIZONA SUNSCAPE LANDSCAPE LAWN MAINTENANCE LLC, 6052 N 57TH AVENUE,
GLENDALE, AZ 85301**

COMPANY NAME:	Arizona Sunscape
DOING BUSINESS AS (dba):	
MAILING ADDRESS:	6052 N 57th Ave Glendale, AZ 85301
REMIT TO ADDRESS:	
TELEPHONE NUMBER:	602-620-4800
FAX NUMBER:	
WWW ADDRESS:	
REPRESENTATIVE NAME:	Ruben Gomez
REPRESENTATIVE TELEPHONE NUMBER:	602-620-4800
REPRESENTATIVE EMAIL ADDRESS	ruben@azsunscape.com

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

NET 30 DAYS

Service	Unit of Measure	Material	Bid
Clearing and Grubbing - Removal of small trees, shrubs, vegetation, rocks and other plant matter	Per Laborer per Hour		\$39.50
Tree and Cactus Removal 10 feet to 20 feet in height	Per Each Tree or Cactus		\$650.00
Tree and Cactus Removal More than 20 feet tall	Per Each Tree or Cactus		\$850.00
Cactus Removal and Replant Less than 20 feet tall	Per Each Cactus		\$2,000.00
Cactus Removal and Replant More than 20 feet tall	Per Each Cactus		\$3,000
Palm Tree and Tall Tree Trimming	Per Each Tree		\$175.00
Trash/Debris Removal and Disposal	Per Ton		\$375.00
Special Clean Trash/Debris Removal and Disposal Example, Homeless Encampments	Per Laborer per Hour		\$47.50
Irrigation Maintenance Tech May include repair/replacement of sprinkler heads, valves, timers, selonoids, supply lines and tubing.	Per Laborer per Hour		\$55.00
3" to 4" Backflow Preventor Annual Inspection	Per Service		\$175.00

ARIZONA SUNSCAPE LANDSCAPE LAWN MAINTENANCE LLC

Service	Unit of Measure	Material	Bid
Weed/Insect Spraying with Herbicide/ Insecticide and Semi-annual including cost of herbicide/ insecticide. (Material cost paid by invoice and markup.)	Per Laborer per Hour		\$45.00
Mowing and disposal included	Operator/ Equipment per Hour	Operator \$29/Equipment \$10	\$39.00
General Laborer with Handheld Tools Including Pole Saw, Chain Saw, Weedeater, Edger, Trimmer, Leaf Blower, etc.	Operator/ Equipment per Hour		\$39.00
Backhoe, Bobcat or Trencher with Operator	Operator/ Equipment per Hour		\$85.00
Wood Chipper, Brush Hog or Stump Grinder with Operator	Operator/ Equipment per Hour		\$85.00
12 CY Roll Off - Capacity 2 tons includes delivery and pickup and disposal charges	Each		\$450.00
20 CY Roll Off - Capacity 3 tons includes delivery and pickup and disposal charges	Each		\$650.00
40 CY Roll Off - Capacity 4 tons includes delivery and pickup and disposal charges	Each		\$850.00
Traffic Control Devices Minimal Setup i.e. Shoulder Closure Moderate Setup i.e. Lane Closure Complex Setup i.e. Full Closure with Pilot Car, etc.	Allowance Per MAG Spec Section 109.4.6		Allowance Per MAG Spec Section 109.4.6
Traffic Control Devices Crash Attenuator on Moving Operation Uniformed Officer with Vehicle	Allowance Per MAG Spec Section 109.4.6		Allowance Per MAG Spec Section 109.4.6
Hazardous Material Removal	Allowance Per MAG Spec Section 109.4.6		Allowance Per MAG Spec Section 109.4.6
Landscape Rock (Decomposed Granite) Delivery and Placement Apache Pink 1" Sedona Red 1/2" Madison Gold 3/4 minus Saddle Back Brown 1/2"	20 Tons to 100 Tons - price per ton		\$105.00
Landscape Rock - River Rock Delivery and Placement River Rock 3/4" to 1 1/2 "	20 Tons to 100 Tons - price per ton		\$105.00
Landscape Rock - River Rock Delivery and Placement River Rock 3" to 10"	20 Tons to 100 Tons - price per ton		\$105.00
High Volume Parkway Maintenance Including weed abatement, tree and shrub trimming; trash /debris removal; plant maintenance	Less than 750,000 sq. ft.in Area		\$0.08

ARIZONA SUNSCAPE LANDSCAPE LAWN MAINTENANCE LLC

Service	Unit of Measure	Material	Bid
High Volume Parkway Maintenance Including weed abatement, tree and shrub trimming; trash /debris removal; plant maintenance	Greater than 750,000 sq. ft. in Area		\$0.08
High Volume Parkway Maintenance Trash /debris removal; weed abatement	Less than 750,000 sq. ft. in Area		\$0.04
High Volume Parkway Maintenance Trash /debris removal; weed abatement	Greater than 750,000 sq. ft. in Area		\$0.04

PRICING SHEET: NIGP CODE 98852

Terms: NET 30
Vendor Number: VS0000006127
Certificates of Insurance Required
Contract Period: To cover the period ending **August 31, 2023 2024.**

COUNTY ROADWAY LANDSCAPE MAINTENANCE SERVICES

1.0 INTENT

- 1.1 Maricopa County Department of Transportation (MCDOT) intends to award multiple contracts for the provision of roadway landscape maintenance services along Maricopa County (County) maintained/owned roadways. This will include regularly scheduled maintenance of the Northern Parkway from 1/4 mile west of Dysart Road to 115th Avenue and other ad hoc requests as needed. Task orders will be issued and awarded based on meeting task requirements and overall lowest cost to county.

Respondents may provide pricing for individual line items. services may include and not be limited to tasks that will improve sight distance, control weeds, reduce fire fuels, and enhance views of guardrails, delineators, and hazard markers.

Contractor(s) shall also, apply herbicides around roadside features and County facilities to control trees, vegetation, brush, grasses for safety and aesthetic purposes. In landscaped areas, contractor(s) shall trim or remove trees inhibiting sight distance or loss due to traffic damage or disease.

Contractor(s) shall also ensure proper operation of all irrigation systems, pick up and dispose of all litter/trash/debris within rights-of-way, and remove larger items due to unscheduled dumping. This will be a multiple award contract.

- 1.2 Other governmental entities under agreement with Maricopa County may have access to services provided hereunder (see also Sections 3.7 and 3.8 below).
- 1.3 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.
- 1.4 County reserves the right to award this contract to multiple vendors. The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

2.0 SPECIFICATIONS

2.1 WORK SCHEDULE

- 2.1.1 All work shall be performed during daylight hours. Contractor's work hours must correspond to the Department's hours as provided by the contract administrator or their designee. (Department's work hours may vary to accommodate seasonal changes). Work shall be performed Monday through Friday.
- 2.1.2 No work shall be performed on weekends or County holidays without prior written approval of the contract administrator or their designee.
- 2.1.3 The contractor shall provide and adhere to the annual, monthly and weekly work schedule submitted at the Post Award Meeting and approved by the contract administrator or their designee.
- 2.1.4 The contractor shall complete all routine work during the calendar week in which it is scheduled unless circumstances occur which are beyond the control of the contractor. If work was not completed as scheduled, the contractor shall submit a report to the contract administrator or their designee on the first work day of the following week providing an explanation of why the work was not completed and plans for getting the work on schedule.

- 2.1.5 Significant changes in the contractor's schedule, as listed above, must be submitted in writing to the contract administrator and shall be accompanied by a proposed revised schedule. Upon approval by the contract administrator, the contractor may implement the revised schedule.
- 2.1.6 The contract administrator(s) will determine if work that is not done on schedule constitutes non-compliance.
- 2.1.7 All schedules shall be delivered to the contract administrator electronically
- 2.1.8 The contractor's approval to do work more than five working days ahead of schedule may be obtained from the contract administrator(s). If the contractor does not obtain prior approval, the County may refuse to pay for work items done five or more days ahead of schedule.

2.2 PERSONNEL

- 2.2.1 Contractor shall provide employees with adequate experience and skill to perform the work in a professional and workmanlike manner.
- 2.2.2 Contractor shall provide one project manager or field supervisor, available Monday through Friday. The supervisor may perform quality control inspections. The supervisor must have a cell phone and be able to communicate in English and Spanish if Spanish speaking maintenance workers are used for county projects.
- 2.2.3 Contractor shall provide a point of contact or answering service who can reach the contractor for after hours or emergency call outs.
- 2.2.4 Contractor shall have knowledge to oversee care of trees and bushes, including but not limited to planting, fertilization, disease control, trimming and pruning.
- 2.2.5 The contractor shall not allow any person that is not an employee in the work area unless prior approval is given by the contract administrator(s).
- 2.2.6 For visibility to traffic and personnel safety, the contractor must provide, and each of the employees must wear a uniform, shirt or vest bearing the contractors name and/or logo.
- 2.2.7 The uniform, shirt or vest must be fluorescent yellow/red/orange with type II reflective strips in compliance with American National Standards Institute II.
- 2.2.8 All personnel within the work zone shall wear appropriate Personal Protective Equipment (PPE), hardhat, eye protection, safety footwear, safety vest, at all times, per Occupational Safety & Health Administration (OSHA) standards.
- 2.2.9 The contractors service personnel using herbicides must be fluent in the English language due to the necessity to read chemical labels, job instructions and signs, as well as the need for conversing with County personnel and public.
- 2.2.10 Each of the contractors work crew shall have a minimum of one person who is able to speak fluent English.

2.3 CONTRACTOR REQUIREMENTS

- 2.3.1 The contractor shall adhere to the following requirements:
 - 2.3.1.1 Furnish all necessary labor, tools, equipment, materials, supplies, material hauling and proper Personal Protective Equipment (PPE) for all employees to perform under this agreement.

- 2.3.1.2 Supply all Traffic Control in accordance with Section 2.20.
- 2.3.1.3 Maintain landscaped areas with proper mechanical and chemical applications as necessary to ensure contracted areas are free of weeds and unwanted grass.
- 2.3.1.4 Provide all supervision, labor, materials, tools, supplies, fertilizer, herbicides, post and pre-emergent, equipment, any incidentals, vehicles necessary to provide landscape maintenance and incidental and customary work necessary to fully provide landscape maintenance services.
- 2.3.1.5 Be accountable for insufficient watering, if contractor caused disruption of water delivery system or did not notify the contract administrator(s) of irrigation problem and may be financially responsible to rectify any damages which occurred due to insufficient watering.
- 2.3.1.6 Treat all unwanted grasses and weeds with appropriate herbicide prior to mechanical removal. Weeds which have been chemically treated shall be removed once they are completely dead.
- 2.3.1.7 Contractor shall replace plants, trees, shrubs, etc. damaged by their performance or lack of performance within one week of discovery at no cost to the county.
- 2.3.1.8 Obtain environmental bird nesting permits for clearing grubbing or tree/limb removal work performed between March 1 through August 31.
- 2.3.1.9 provide portable restrooms if project duration is greater than eight hours at no additional cost to the county.
- 2.3.1.10 Submit a list of all proposed chemicals complete with Safety Data Sheets (SDS), copies of chemicals specimen labels for products used by contracted services and specific application rates when requested.
- 2.3.1.11 Use only chemicals registered and approved by the Environmental Protection Agency (EPA).
- 2.3.1.12 Provide materials, techniques and processes that comply with Federal, state, County, city, local laws, regulations, standards and ordinances pertaining to health, safety and environmental protection.
- 2.3.1.13 Maintain a local office with contact availability during normal working hours of Monday through Friday, 7:00 a.m. to 4:00 p.m. MST.
- 2.3.1.14 Accomplish all work with minimal of traffic interruption or pedestrian impediment.
- 2.3.1.15 These criteria can be part of the evaluation criteria for awarding the bid. There will be other work being performed as part of this contract.

2.4 MARICOPA COUNTY RESPONSIBILITIES

- 2.4.1 Prior to commencement of work, the County will schedule a kick-off meeting with contractor(s) to discuss the operational plan for the contracted work;

- 2.4.2 conduct site visits at contracted work sites, finalize work schedules with contractor this shall include tasks, frequency of work, number of each workers performing tasks;
- 2.4.3 monitor services described to be performed in the scope of work;
- 2.4.4 be available for questions and respond to issues raised by landscaping contractors as needed;
- 2.4.5 furnish water for irrigation;
- 2.4.6 meet with contractors when issues arise;
- 2.4.7 inform the contractors verbally and in writing of non-compliance; and
- 2.4.8 provide a daily inspection form and review the daily expectations with the contractor.

2.5 EXTRA SERVICE AS REQUESTED

The County may have a need for additional landscaping services. The price for labor, miscellaneous services and installed materials will be used bid pricing sheet.

2.6 VEHICLES AND EQUIPMENT

- 2.6.1 The contractor shall provide and maintain, during the entire period of this of this contract, equipment sufficient in number, operational condition and capacity to efficiently perform the work and render the services required by contract.
- 2.6.2 The contractor shall furnish to contract administrator(s) a list identifying all equipment to be used in fulfilling requirements of this contract at the time of submission.
- 2.6.3 All vehicles must be maintained in good repair, appearance and sanitary conditions at all times. Truck beds and trailers hauling refuse and debris shall be secured before transport.
- 2.6.4 All manufacturer's vehicle mounted safety equipment, such as spare tires, vehicle jacks, and wheel chocks shall be present in the vehicle at all times.
- 2.6.5 Contractor's vehicles used shall be equipped with 6105 rectangular and/or 550 round, rotating amber lights that are equal to code three as specified in the Manual of Uniform Traffic Control Devices. Lights must be visible to the oncoming traffic at all times and not be blocked by material in truck beds or trailers.
- 2.6.6 All the contractor's vehicles and trailers transporting herbicides and their application equipment shall display proper State of Arizona licensing information and adhere to all labeling and transportation procedures as specified by the State of Arizona regulations.
- 2.6.7 The contractor shall maintain all the contractor's equipment in good repair and appearance. The contractor shall perform regular maintenance activities to reduce leaks, spills, or other unintended discharges of chemicals associated with the application of chemicals.
- 2.6.8 All the contractors handheld power equipment, i.e., blowers, weed eaters, trimmers, hedgers, chain saws, etc., is preferred to be low emission, electric powered, other gas powered two-cycle equipment is permissible.

- 2.6.9 Mowers shall be equipped with skirt guards which restrict objects from being thrown out from the cutting unit shroud.
- 2.6.10 The use of leaf blowers and gas-powered equipment on County properties is prohibited during all High Pollution Advisory (HPA) days as determined by Arizona Department of Environmental Quality. The contractor shall be responsible for being informed of HPA restrictions. In the event this standard is not met, the contractor will be issued an out of compliance notice in writing, this also included County rule PM310.
- 2.6.11 All vehicles used by the contractor must be appropriately licensed, insured and easily identified with a vehicle number, name of company, and phone number, letters shall be easily identifiable and seen. Vehicle must be identified with sign "Under Contract with Maricopa County" on vehicle. Sign may be removable, but must be displayed at all times while working on county jobs.
- 2.6.12 The contractor shall maintain application equipment in proper operating condition by adhering to any manufacturer's conditions and industry practices, and by calibrating, cleaning and repairing such equipment on a regular basis to ensure effective operation.
- 2.6.13 The contractor shall ensure that the equipment rate of herbicide/pesticide application is calibrated to deliver the precise quantity needed to achieve greatest efficiency against target weed/pests.
- 2.6.14 All equipment, utilized for this contract shall comply with the Governor's Executive Order 2007-3, Improving Air Quality, http://www.azdeq.gov/environ/air/download/Exec_Order_2007-03.pdf.
- 2.6.15 Contractor shall be responsible for damage to any vehicles and equipment.
- 2.6.16 County reserves the right to inspect equipment at any time.

2.7 VEGETATION AND WEED ABATEMENT

- 2.7.1 The contractor shall weed as per schedule in all contracted areas or as requested by contract administrator(s).
- 2.7.2 If weed abatement is not performed, the contract administrator(s) may consider maintenance to be unsatisfactory and the contractor in non-compliance.
- 2.7.3 The contractor shall control all landscaped areas with proper mechanical and chemical applications as necessary, to maintain contract areas weed and grass free.
- 2.7.4 Contract areas are to be maintained weed and grass free, including dead weeds and grasses which were chemically treated.
- 2.7.5 All herbicides applications must be applied by an Arizona Department of Agriculture Office of Pest Management certified applicator.
- 2.7.6 The contractor shall maintain all spray logs and provide to the County if requested.

2.8 TURF MAINTENANCE (INCLUDING EDGING AND WEEDING)

- 2.8.1 The contractor shall be responsible for the following:
 - 2.8.1.1 ensure that mow areas are clean and free of all debris prior to mowing (paper, stones, bottles, tree limbs etc.);

- 2.8.1.2 mow Bermuda and rye grass during their growing season;
- 2.8.1.3 perform mowing and edging together on the same day and shall be scheduled in accordance with irrigation schedule;
- 2.8.1.4 apply post emergent herbicide as necessary to keep areas weed free that does not harm the Bermuda and rye grass at full labeled directed rate;
- 2.8.1.5 ensure care is given to control dust while mowing in compliance with Maricopa County Environmental Services Department Air Quality Division Regulations (www.maricopa.gov/1244/Air-Quality);
- 2.8.1.6 remove mowed clippings from property and dispose of properly;
- 2.8.1.7 edge turf with a mechanical edger along sidewalks, curbs, and headers to maintain a neat appearance and ensure sprinkler heads are not damaged while edging. Any sprinkler heads damaged in the process are to be replaced by the contractor at their own expense;
- 2.8.1.8 provide alternate schedule when delays in mowing occur; and
- 2.8.1.9 keep all contracted service areas, including adjacent sidewalks, curbs, and all bull noses, as applicable, free from weeds and invasive grasses.

2.9 PLANT MATERIALS (TREE, SHRUBS AND GROUNDCOVER)

- 2.9.1 The contractor shall prune all shrubs and ground covers limited to consistent, symmetrical (rounded) shapes.
- 2.9.2 Contractor shall prune all shrubs to a tapered base so as to not allow for the accumulation of debris at the base of shrub.
- 2.9.3 Additionally, contractor shall:
 - 2.9.3.1 Prune/trim, plants to include the containment of, vegetative growth four inches to the inside of the curb line and/or sidewalk. Prune shrubs and ground cover to their semi-natural parameters, but not over 30" in height in traffic view corridors.
 - 2.9.3.2 Remove dead, dying, diseased and broken portions of each plant. Remove all frost-killed plant materials in the spring no later than April 1st and at the discretion of the contract administrator(s).
 - 2.9.3.3 Perform pruning in such a way that plant material does not create a visibility obstruction to vehicular traffic.
 - 2.9.3.4 Refrain from blowing or raking landscaping debris into street, sidewalk, parking lot and private property. All debris must be removed by the contractor immediately.
 - 2.9.3.5 Limit tree pruning to removing tree hazards by skirting, keeping tree branches within right of way and maintaining horizontal and vertical clearance.
 - 2.9.3.6 Accomplish tree pruning with hand pruning saw, hand pole saws, hand pruners, loppers, gas powered chain saws or electric trimming devices.

- 2.9.4 The contractor will be held responsible for insufficient delivery of water if a contractor caused a disruption in the water delivery system. The contractor shall notify contract administrator(s) of all irrigation problem(s).
- 2.9.5 Contractor shall immediately notify contract administrator(s) of any disease or pest infestation that may result in the destruction of plant material and report the location and number of distressed, diseased, dead and missing plants to the contract administrator(s).
- 2.9.6 In the event of disease or pest infestation resulting from the contractor's improper plant maintenance, the contractor shall be responsible for all plant material and labor cost required to restore area of service to its original condition.
- 2.9.7 The contractor shall report location and number of missing plants to the contract administrator(s). Contractor shall not remove any shrubs without approval from the county.

2.10 TRASH/LITTER DISPOSAL

- 2.10.1 Retrieve, remove and dispose all foreign material that is not part of the landscape, which includes but not limited to, trash, dead plant materials, realty and yard sale signs, etc. from the contract area sidewalks, including any palm fonds debris that is present along the curb and street.
- 2.10.2 If the contractor finds foreign materials that are not identifiable or are deemed potentially hazardous, contractor shall contact contract administrator(s) or contact Maricopa County Dispatch at 602-506-6063.
- 2.10.3 Remove all debris and trash from perimeter retaining fence, designated sidewalks, medians, gores, shoulders, bike and pedestrian paths.
- 2.10.4 Fully cover all open trucks used for transporting waste.
- 2.10.5 Dispose of all debris and other matter removed from the contracted area in compliance with Federal, state, County and city regulations.
- 2.10.6 The contractor is solely responsible for any disposal fees (dumping charges) incurred.

2.11 RAKING OUT OF DECOMPOSED GRANITE/SOIL AREAS

- 2.11.1 The contractor shall rake out all decomposed granite and bare ground areas as per schedule in all contracted areas.
- 2.11.2 Raking out shall include the gathering and removing of all trash, organic material, litter, and other material that was not generated by the contract area.
- 2.11.3 The contractor shall rake out, retrieve remove from site and properly dispose of all material in accordance with all Federal, state, County and city ordinances and regulations.

2.12 IRRIGATION REQUIREMENTS

- 2.12.1 The contractor shall visually inspect irrigation system per schedule for proper operation and provide notification of such to contract administrator(s). Inspection includes the furnishing of all labor and parts to replace missing emitters, bubblers, and sprinklers.

- 2.12.2 The contractor is responsible for irrigation water delivery past the valves, through the piping, tubing, emitters, and bubblers and to plug all emitters not delivering water to plant material (missing plants).
- 2.12.3 The contractor shall adjust and replace sprinkler heads to achieve maximum coverage and minimum overspray onto the street or sidewalks or any other area that is not intended for irrigation.
- 2.12.4 The contractor may replace control valves and control clocks on irrigation system, when directed by the contract administrator(s) at an hourly rate established in contract pricing sheet, plus parts or replacement components, County may supply parts at its discretion.
- 2.12.5 The contractor shall raise valve boxes to the level of the ground surface, if needed, when directed by the contract administrator(s).
- 2.12.6 The contractor shall plug all emitters that are not delivering water to plant material at its own expense.
- 2.12.7 The contractor shall be held responsible for damages done to irrigation system components and plant material due to careless operation of their vehicles and maintenance equipment.
- 2.12.8 All repairs must be completed within 48 hours of identifying area in need of repair.

2.13 CHEMICALS AND PESTICIDES

- 2.13.1 The contractor shall submit a list of proposed chemicals complete with current SDS specimen labels and specific application rates to be used to the contract administrator(s) for approval 10 days prior to commencement of contract period.
- 2.13.2 Any addition or substitutions of proposed chemicals must also be approved 10 days prior to chemical application.
- 2.13.3 Any deviation from the approved list without prior written approval of the contract administrator(s) shall be grounds for non-payment and termination of contract.
- 2.13.4 All chemicals and pesticides used must have EPA registration and State of Arizona Office of Pest Management (OPM) approval.
- 2.13.5 The contractor performing the required pest, insect, weed and disease control services shall be licensed by the State of Arizona to perform the required services as approve by the OPM.
- 2.13.6 The contractor shall provide a list of all certified applicators, copies of licenses, certifications and up-to-date training certificates when requested by the County.
- 2.13.7 The contract administrator(s) may request verification of certifications during term of the contract.
- 2.13.8 The contractor shall track all chemicals, herbicides, pesticides, types, brand, quantities, associated application ratio's for storm water National Pollutant Discharge Elimination System (NPDES) reporting www.epa.gov/npdes and shall provide information requested by the contract administrators (s).

2.14 PRE-EMERGENT HERBICIDE APPLICATION (SPRING AND FALL APPLICATION)

- 2.14.1 The contractor shall not apply herbicides on windy days when there is a high chance of drifting. Ideally applied in conditions less than 10 miles per hour,

however, may apply in 10 miles per hour to 20 miles per hour if using low drip nozzle.

- 2.14.2 The contractor shall not use soil sterilants of any type.
- 2.14.3 The contractor shall ensure all applications of decomposed granite shall include, decorative rock and non-landscaped bare areas per label instructions for long-term (12-Months) control: one fall application (September - November) and one spring application (February - April).
- 2.14.4 Prior to application, the contractor shall assure all trash, litter, debris and all foreign material is cleared from area to allow the pre-emergent to make direct contact to soil.
- 2.14.5 All pre-emergent applications shall be watered-in within 14 days of the pre-emergent application.
- 2.14.6 The contractor shall submit to contract administrator(s) the schedule of applications 10 workdays prior to application. The contractor's failure to submit schedule as prescribed may be grounds for termination of contract.
- 2.14.7 The contractor shall obtain pre-emergent certifications for each seasonal application and submit the pre-emergent certifications to the contract administrator(s) upon completion.
- 2.14.8 The contractor shall track all chemicals, herbicides, pesticides, type, brand, quantities associated application ratios for storm water NPDES reporting www.epa.gov/npdes and shall provide information when requested by contract administrator(s).

2.15 POST-EMERGENT WEED/GRASSES

- 2.15.1 The contractor shall treat all weeds and unwanted grasses with an appropriate herbicide before the weeds and grasses reach a height of three inches and the weeds and grasses must be mechanically or manually removed once the weeds have dried from chemical treatment.
- 2.15.2 In the summer, the contractor shall control dicots, monocots and nut sedge by the use of an herbicide (e.g., Roundup) or, other approved or equal substitute labeled to kill undesired weeds, plants and grasses by the contract administrator(s) per label instructions.
- 2.15.3 In the winter, the contractor shall control weeds in a similar manner as described in Section 2.11.2.
- 2.15.4 The contractor shall not use soil sterilant of any type.
- 2.15.5 The contractor shall track and submit all chemicals, herbicides, pesticides, type, brands, quantities, associated application ratios for storm water NPDES www.epa.gov/npdes reporting and shall provide information to the contract administrator(s) upon request.

2.16 REPAIRS OR REPLACEMENT OF DAMAGED PLANTS/REWORK

- 2.16.1 The contractor shall be responsible for any adverse effects or death of plant materials, due to application of chemicals, runoff and drift onto adjacent properties.
- 2.16.2 The contractor shall report damaged flora to contract administrator(s) immediately, the contractor will be considered non-compliant if not reported immediately.

2.16.3 The contractor, at their own expense, shall make all repairs or replacements of damaged plant materials within a two week period once approved by contract administrator(s), and the contract administrator(s) will determine the scope of damage and approve all repairs and plant replacement.

2.16.4 If county determines that rework is necessary because of poor quality workmanship or incomplete work, rework shall be performed within established timeframes:

2.17 PEST, DISEASE AND INFECTION CONTROL

2.17.1 The contractor shall immediately contact the contract administrator(s), concerning pest, insect infestation and plant disease.

2.17.2 The contractor shall have knowledge to diagnose and recommend proper procedure for the control of insects, pests and disease.

2.17.3 The contractor shall also be responsible for all damages resulting from improper pest, disease and insect control procedures or the failure to take reasonable precautions to control insects, pests or disease.

2.17.4 All of the contractor's materials, techniques and processes used for this contract shall comply with all Federal, state, County and city local laws, regulations, permits, standards and ordinances pertaining to healthy, safety and environmental protections. The contractor's failure to comply may be grounds for non-payment and termination of contract.

2.17.5 The contractor performing the required pest, insect, weed and disease control services shall be licensed by the State of Arizona to perform the required services by the OPM upon request.

2.17.6 The contractor shall submit a list of all certified applicators employed by the contractor upon request.

2.17.7 The contractor shall submit copies of current licenses and certifications for the contractor as well as for each of the contractors certified applicators upon request.

2.17.8 The County may request verification of certifications during the term of the contract.

2.18 STORM DAMAGE CLEAN-UP

Occasionally, when storm or natural emergency occurs, the County may request contractors for storm damage clean-up. Standard clean-up time for storm damage is within two to three business days.

2.19 WATER/ELECTRICITY

2.19.1 The County will furnish all water and electricity for the irrigation of County plant materials.

2.19.2 The contractor shall obtain all water needed for watering in of pre-emergent and the spraying of fertilizers and chemicals.

2.20 PUBLIC TRAFFIC SAFETY, ACCIDENT PREVENTION, AND BARRICADING

2.20.1 The contractor shall provide and maintain all devices and other barriers related to the contractors work during the project.

- 2.20.2 The contractor shall submit all requests for traffic setup to the contract administrator(s) and must receive approval prior to starting project or work activities.
- 2.20.3 When applicable, the contractor shall install traffic measures such as barricades, cones, caution tape in areas under repair that are not constantly supervised by contractor. All devices must meet Manual On Uniform Traffic Control Devices and MCDOT standards.
- 2.20.4 Provide and maintain all devices when reviewed by the contract administrator(s).
- 2.20.5 Use a barricade company that is certified with the State of Arizona and has employees certified through American Traffic Safety Service Association. This should include supervisory tech and flaggers.
- 2.20.6 Type of work will determine traffic control setup. Use of arrow boards when work groups are working in lanes of traffic and may utilize a rolling lane closure as long as vehicles aren't stopped for longer than 40 minutes.
- 2.20.7 All employees in work area must wear a Type II reflective vest and all associated OSHA standard PPE.
- 2.20.8 Contractor shall be responsible for obtaining all permits for dust control and/or traffic control.

2.21 HAZARD AND SAFETY REPORTING

- 2.21.1 The contractor shall cooperate fully with County in the investigation of any accidental injury occurring on site, including a detailed report within one day thereafter to the contract administrator(s).
- 2.21.2 The contractor shall report immediately to the contract administrator(s), all hazardous conditions, accidents, or injuries in the County contract areas of service.
- 2.21.3 The contractor shall report immediately to the contract administrator(s), spills of any chemicals that may enter the street/gutters, storm drain system, sanitary sewer, or that may cause an adverse impact on safety of humans or the environment.

3.0 PURCHASING REQUIREMENTS

3.1 ACCEPTANCE

Upon completion, services shall be deemed accepted and the warranty period shall begin. Successful service delivery shall be defined as a) material(s)/equipment is installed (as necessary) and fully operational; and b) the department has deemed all service/work completed, including but not limited to any inspection, repair, installation, design, development, deployment, operation, and initial training, (as applicable). Additionally, all documentation shall be completed prior to final acceptance.

3.2 BACKGROUND CHECK

Bidders/proposers need to be aware that they may be required to pass multiple background checks (e.g. Sheriff's Office, County Attorney's Office, Courts, as well as County general government) to determine if the respondent is acceptable to do business with the County. This applies to (but is not limited to) the company, subcontractors, and employees.

3.3 INVOICES AND PAYMENTS

3.3.1 Contractor shall submit one legible copy of their detailed invoice before payment(s) will be made. Incomplete invoices will not be processed. At a minimum, the invoice must provide the following information:

- Company name, address, and contact information
- 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 (e.g., number of days or weeks)
- Contract item number(s)
- Arrival time and completion time (if applicable)
- Description of purchase (product or services)
- Pricing per unit of purchase
- Extended price (by line item)
- Total amount due

3.3.2 Problems regarding billing or invoicing shall be directed to the department as listed on the purchase order.

3.3.3 Payment shall only 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 accessible through the County Department of Finance Vendor Registration website at <https://www.maricopa.gov/5169/Vendor-Information>.

3.3.4 Discounts offered in the contract shall be calculated based on the date a properly completed invoice is received by the County.

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

3.4 APPLICABLE TAXES

3.4.1 It is the responsibility of the contractor to determine any and all applicable taxes and include those taxes in their proposal. The legal liability to remit the tax is on the entity conducting business in Arizona. Tax is not a determining factor in contract award.

3.4.2 The County will look at the price or offer submitted and will not deduct, add, or alter pricing based on speculation or application of any taxes, nor will the County provide contractor any advice or guidance regarding taxes. If you have questions regarding your tax liability, seek advice from a tax professional prior to submitting your bid. You may also find information at <https://www.azdor.gov/Business.aspx>. Once your bid is submitted, the offer is valid for the time specified in this solicitation, regardless of mistake or omission of tax liability. If the County finds over payment of a project due to tax consideration that was not due, the contractor will be liable to the County for that amount, and by contracting with the County agrees to remit any overpayments back to the County for miscalculations on taxes included in a bid price.

3.4.3 Tax Indemnification: Contractor and all subcontractors shall pay all Federal, state, and local taxes applicable to their operation and any persons employed by the contractor. Contractor shall, and require all subcontractors to, hold the 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 Workers' Compensation. Contractor may be required to establish, to the satisfaction of County, that any and all fees and taxes due to the City or the State of Arizona for any license or transaction privilege taxes, use taxes, or similar excise taxes are currently paid (except for matters under legal protest).

3.5 PERFORMANCE

It shall be the contractor's responsibility to meet the proposed performance requirements. The County reserves the right to obtain services on the open market in the event the contractor fails to perform, and any price differential will be charged against the contractor.

3.6 POST AWARD MEETING

Contractor may be required to attend a post-award meeting with the department to discuss the terms and conditions of this contract. This meeting will be coordinated by the procurement officer of the contract.

3.7 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (SAVE)

The County is a member of the SAVE cooperative purchasing group. SAVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the SAVE Cooperative Purchasing Agreement, and with the concurrence of the successful respondent under this solicitation, a member of SAVE may access a contract resulting from a solicitation issued by the County. If contractor does not want to grant such access to a member of SAVE, state so in the bid. In the absence of a statement to the contrary, the County will assume that contractor does wish to grant access to any contract that may result from this bid. The County assumes no responsibility for any purchases by using entities.

3.8 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPAs)

County currently holds ICPAs with numerous governmental entities. These agreements allow those entities, with the approval of the contractor, to purchase their requirements under the terms and conditions of the County contract. It is the responsibility of the non-County government entity to perform its own due diligence on the acceptability of the contract under its applicable procurement rules, processes, and procedures. Certain governmental agencies may not require an ICPA and may utilize this contract if it meets their individual requirements. Other governmental agencies may enter into a separate Statement of Work with the contractor to meet their own requirements. The County is not a party to any uses of this contract by other governmental entities.

4.0 CONTRACTUAL TERMS & CONDITIONS

4.1 CONTRACT TERM

This Invitation for Bids is for awarding a firm, fixed-price purchasing contract to cover a term of two year(s).

4.2 OPTION TO RENEW

The County may, at its option and with the concurrence of the contractor, renew the term of this contract up to a maximum of 4 additional year(s), (or at the County's sole discretion,

extend the contract on a month-to-month basis for a maximum of six months after expiration). Contractor shall be notified in writing by the Office of Procurement Services of the County's intention to renew the contract term at least 60 calendar days prior to the expiration of the original contract term.

4.3 CONTRACT COMPLETION

In preparation for contract completion, the contractor shall make all reasonable efforts for an orderly transition of its duties and responsibilities to another provider and/or to the County. This may include, but is not limited to, preparation of a transition plan and cooperation with the County or other providers in the transition. The transition includes the transfer of all records and other data in the possession, custody, or control of the contractor that are required to be provided to the County either by the terms of this agreement or as a matter of law. The provisions of this clause shall survive the expiration or termination of this agreement.

4.4 PRICE ADJUSTMENTS

4.4.1 Any requests for reasonable price adjustments must be submitted 60 calendar days prior to the contract expiration. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. The reasonableness of the request will be determined by comparing the request with the Consumer Price Index or by performing a market survey. If County agrees to the adjusted price terms, County will issue written approval of the change and provide an updated version of the contract. The new change shall not be in effect until the date stipulated on the updated version of the contract.

4.5 INDEMNIFICATION

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

4.5.2 Contractor's duty to defend, indemnify, and hold harmless the County, its agents, representatives, 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 therefrom, 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, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

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

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

4.6 INSURANCE

- 4.6.1 Contractor, at contractor's own expense, shall purchase and maintain, at a minimum, the herein stipulated insurance from a company or companies duly licensed by the State of Arizona and possessing an AM Best, Inc. category rating of B++. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.
- 4.6.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this contract.
- 4.6.3 In the event that the insurance required is written on a claims-made basis, contractor warrants that any retroactive date under the policy shall precede the effective date of this contract and either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two years beginning at the time work under this contract is completed.
- 4.6.4 Contractor's insurance will be primary insurance as respects County, and any insurance or self-insurance maintained by County will not contribute to it.
- 4.6.5 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.
- 4.6.6 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- 4.6.7 The insurance policies required by this contract, except Workers' Compensation and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials, and employees as additional insureds.
- 4.6.8 The policies required hereunder, except Workers' Compensation and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials, and employees for any claims arising out of contractor's work or service.
- 4.6.9 If available, the insurance policies required by this contract may be combined with Commercial Umbrella Insurance policies to meet the minimum limit requirements. If a Commercial Umbrella insurance policy is utilized to meet insurance requirements, the Certificate of Insurance shall indicate which lines the Commercial Umbrella Insurance covers.

4.6.9.1 Commercial General Liability

Commercial General Liability (CGL) insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products and completed

operations and blanket contractual coverage, and shall not contain any provisions which would serve to limit third-party action over claims. There shall be no endorsement or modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

4.6.9.2 Automobile Liability

Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$2,000,000 each occurrence with respect to any of the contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the contractor's work or services or use or maintenance of the premises under this contract.

4.6.9.3 Workers' Compensation

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

4.6.9.3.2 Contractor, its subcontractors, and sub-subcontractors waive all rights against this contract and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or Commercial Umbrella Liability insurance obtained by contractor, its subcontractors, and its sub-subcontractors pursuant to this contract.

4.6.9.4 Errors and Omissions/Professional Liability Insurance

Errors and Omissions (Professional Liability) insurance which will insure and provide coverage for errors or omissions or professional liability of the contractor, with limits of no less than \$2,000,000 for each claim.

4.6.9.5 Certificates of Insurance

4.6.9.5.1 Prior to contract award, contractor shall furnish the County with valid and complete certificates of insurance, or formal endorsements as required by the contract in the form provided by the County, issued by contractor's insurer(s), as evidence that policies providing the required coverage, conditions, and limits required by this contract are in full force and effect. Such certificates shall identify this contract number and title.

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

4.6.9.5.3 If a policy does expire during the life of the contract, a renewal certificate must be sent to County 15 calendar days prior to the expiration date.

4.6.9.6 Cancellation and Expiration Notice

Applicable to all insurance policies required within the insurance requirements of this contract, contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without 30 calendar days prior written notice to Maricopa County. Contractor must provide notice to Maricopa County, within two business days of receipt, if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to Maricopa County Office of Procurement Services and shall be mailed or hand delivered to 160 South 4th Avenue, Phoenix, AZ 85003, or emailed to the procurement officer noted in the solicitation.

4.7 FORCE MAJEURE

4.7.1 Neither party shall be liable for failure of performance, nor incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this contract, if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the parties. Such events, occurrences, or causes include, but are not limited to, acts of God/nature (including fire, flood, earthquake, storm, hurricane, or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, and interruption or failure of electricity or telecommunication service, and pandemic.

4.7.2 Each as applicable, shall give the other party notice of its inability to perform and particulars in reasonable detail of the cause of the inability. Each party must use best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.

4.7.3 The party asserting Force Majeure as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

4.8 ORDERING AUTHORITY

Any request for purchase shall be accompanied by a valid purchase order issued by a County department or directed by a Certified Agency Procurement Aid (CAPA) with a purchase card for payment.

4.9 AVAILABILITY OF FUNDS

4.9.1 The provisions of this contract relating to payment shall become effective when funds assigned for the purpose of compensating the contractor as herein provided are actually available to County for disbursement. The County will be the sole judge and authority in determining the availability of funds under this contract. County will keep the contractor fully informed as to the availability of funds.

4.9.2 If any action is taken by any state agency, Federal department, or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this contract. In the event of termination, County will be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this contract. County will give written notice of the effective date of any suspension, amendment, or termination under this section, at least 10 days in advance.

4.10 PROCUREMENT CARD ORDERING CAPABILITY

County may opt to use a procurement card (VISA or Mastercard) to make payment for orders under this contract.

4.11 NO MINIMUM OR MAXIMUM PURCHASE OBLIGATION

This contract does not guarantee any minimum or maximum purchases will be made. Orders will only be placed under this contract when the County identifies a need and proper authorization and documentation have been approved.

4.12 PURCHASE ORDERS

4.12.1 County reserves the right to cancel purchase orders within a reasonable period of time after issuance. Should a purchase order be canceled, the County agrees to reimburse the contractor for actual and documentable costs incurred by the contractor in response to the purchase order. The County will not reimburse the contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, or for shipment of product prior to issuance of purchase order.

4.12.2 Contractor agrees to accept verbal notification of cancellation of purchase orders from the County with written notification to follow. Contractor specifically acknowledges to be bound by this cancellation policy.

4.13 SUSPENSION OF WORK

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

4.14 STOP WORK ORDER

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

- 4.14.2 cancel the stop work order; or
- 4.14.3 terminate the work covered by the order as provided in the Termination for Default or the Termination for Convenience clause of this contract.
- 4.14.4 The procurement officer may make an equitable adjustment in the delivery schedule and/or contract price, and the contract shall be modified, in writing, accordingly, if the contractor demonstrates that the stop work order resulted in an increase in costs to the contractor.

4.15 TERMINATION FOR CONVENIENCE

Maricopa County may terminate the resultant contract for convenience by providing 60 calendar days advance notice to the contractor.

4.16 TERMINATION FOR DEFAULT

4.16.1 The County may, by written Notice of Default to the contractor, terminate this contract in whole or in part if the contractor fails to:

- 4.16.1.1 deliver the supplies or to perform the services within the time specified in this contract or any extension;
- 4.16.1.2 make progress, so as to endanger performance of this contract; or
- 4.16.1.3 perform any of the other provisions of this contract.

4.16.2 The County's right to terminate this contract under these subparagraphs may be exercised if the contractor does not cure such failure within 10 business days (or more if authorized in writing by the County) after receipt of a Notice to Cure from the procurement officer specifying the failure.

4.17 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST

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

4.18 OFFSET FOR DAMAGES

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

4.19 SUBCONTRACTING

4.19.1 Contractor may not assign to another contractor or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the bid serial number and identify the job or project.

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

4.20 AMENDMENTS

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

4.21 ADDITIONS/DELETIONS OF SERVICES

The County reserves the right to add and/or delete services to a contract. If additional services are required from a contract, prices for such additions will be negotiated between the contractor and the County.

4.22 RIGHTS IN DATA

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

4.22.2 Data, records, reports, and all other information generated for the County by a third party as the result of a contract are the property of the County and shall be provided in a format designated by the County or shall be and remain accessible to the County into perpetuity.

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

4.23.1 In accordance with section MC1-373 of the Maricopa County Procurement Code, the contractor agrees to retain (physical or digital copies of) all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this contract for six years after final payment or until after the resolution of any audit questions which could be more than six years, whichever is latest. The County, Federal or state auditors and any other persons duly authorized by the department shall have full access to and the right to examine, copy, and make use of, any and all said materials.

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

4.24 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. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future invoices, request for credit, request for a check, or a deduction from current invoices submitted by the contractor equal to the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the contractor by issuing a check payable to Maricopa County.

4.25 STRICT COMPLIANCE

Acceptance by County of a performance that is not in strict compliance with the terms of the contract shall not be deemed to be a waiver of strict compliance with respect to all other terms of the contract.

4.26 VALIDITY

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

4.27 SEVERABILITY

The removal, in whole or in part, of any provision of this contract shall not void or affect the validity of any other provision of this contract.

4.28 RELATIONSHIPS

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

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

4.29 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 is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, contractor shall not discriminate against any employee, client, or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability, or national origin. (Arizona Executive Order 2009-09 can be downloaded from the Arizona Memory Project at <http://azmemory.azlibrary.gov/cdm/singleitem/collection/execorders/id/680/rec/1.>)

4.30 WRITTEN CERTIFICATION PURSUANT to A.R.S. § 35-393.01

If vendor engages in for-profit activity and has 10 or more employees, and if this agreement has a value of \$100,000 or more, vendor certifies it is not currently engaged in, and agrees for the duration of this agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

4.31 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

4.31.1 The undersigned (authorized official signing on behalf of the contractor) certifies to the best of his or her knowledge and belief that the contractor, its current officers, and directors:

4.31.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from being awarded any contract or grant by any United States department or agency or any state, or local jurisdiction;

- 4.31.1.2 have not within a three-year period preceding this contract:
 - 4.31.1.2.1 been convicted of fraud or any criminal offense in connection with obtaining, attempting to obtain, or as the result of performing a government entity (Federal, state or local) transaction or contract;
 - 4.31.1.2.2 been convicted of violation of any Federal or state antitrust statutes or conviction for embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property regarding a government entity transaction or contract;
- 4.31.1.3 are not presently indicted or criminally charged by a government entity (Federal, state or local) with commission of any criminal offenses in connection with obtaining, attempting to obtain, or as the result of performing a government entity public (Federal, state or local) transaction or contract;
- 4.31.1.4 are not presently facing any civil charges from any governmental entity regarding obtaining, attempting to obtain, or from performing any governmental entity contract or other transaction; and
- 4.31.1.5 have not within a three-year period preceding this contract had any public transaction (Federal, state or local) terminated for cause or default.

4.31.2 If any of the above circumstances described in the paragraph are applicable to the entity submitting a bid for this requirement, include with your bid an explanation of the matter including any final resolution.

4.31.3 Contractor shall 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. If this clause is applicable to a subcontractor, the contractor shall include the information required by this clause with their bid.

4.32 VERIFICATION REGARDING COMPLIANCE WITH A.R.S. § 41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS

4.32.1 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). 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. 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 www.uscis.gov.

4.32.2 The County retains the legal right to inspect documents of contractor and subcontractor employees performing work under this contract to verify compliance with paragraph 4.32.1 of this section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents

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

4.33 CONTRACTOR LICENSE REQUIREMENT

4.33.1 Contractor shall procure all permits, insurance, and licenses, and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any requirements, by any and all governmental or non-governmental entities as mandated to maintain compliance with and remain in good standing. Contractor shall keep fully informed of existing and future trade or industry requirements, and Federal, state, and local laws, ordinances, and regulations which in any manner affect the fulfillment of a contract and shall comply with the same. Contractor shall immediately notify both Office of Procurement Services and the department of any and all changes concerning permits, insurance, or licenses.

4.33.2 Contractor furnishing finished products, materials, or articles of merchandise that will require installation or attachment as part of the contract shall possess any licenses required. Contractor is not relieved of its obligation to obtain and possess the required licenses by subcontracting of the labor portion of the contract. Contractors are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, to ascertain licensing requirements for a particular contract. Contractor shall identify which license(s), if any, the Registrar of Contractors requires for performance of the contract.

4.34 INFLUENCE

4.34.1 As prescribed in MC1-1203 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.

4.34.2 An attempt to influence includes, but is not limited to:

4.34.2.1 A person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type of valuable contribution or subsidy 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.

4.34.3 If a person attempts to influence any employee or agent of Maricopa County, the chief procurement officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

4.34.4 ABSOLUTELY NO CONTACT BETWEEN THE RESPONDENT AND ANY COUNTY PERSONNEL, OTHER THAN THE OFFICE OF PROCUREMENT SERVICES, IS ALLOWED DURING THE SOLICITATION PROCESS UNLESS THE COMMUNICATION IS IN REGARD TO PRE-EXISTING BUSINESS WITH THE COUNTY. ANY COMMUNICATIONS REGARDING THE SOLICITATION, ITS PARTICIPANTS, OR ANY DOCUMENTATION PRIOR TO THE CONTRACT AWARD MAY BE GROUNDS FOR DISMISSAL OF THE RESPONDENT FROM THE EVALUATION PROCESS.

4.35 CONFIDENTIALITY

In the course of the solicitation process, the County may disclose information that is proprietary or confidential. By submitting a bid to the solicitation, the offeror agrees that, except as necessary to prepare a response to this solicitation, neither it nor its agents or employees will communicate, divulge, or disseminate to any third-party persons or entities, any information that is disclosed to it by the County during the course of these discussions without the express written authorization of the County. If the offeror does disclose County proprietary or confidential information to a third-party in preparing a response to this solicitation, it shall require the third-party to acknowledge and comply with this provision.

4.36 CONFIDENTIAL INFORMATION

4.36.1 Any information obtained in the course of performing this contract may include information that is proprietary or confidential to the County. This provision establishes the contractor's obligation regarding such information.

4.36.2 Contractor shall establish and maintain procedures and controls that are adequate to assure that no information contained in its records and/or obtained from the County or from others in carrying out its functions (services) under the contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Contractor's procedures and controls, at a minimum, must be the same procedures and controls it uses to protect its own proprietary or confidential information. If, at any time during the duration of the contract, the County determines that the procedures and controls in place are not adequate, the contractor shall institute any new and/or additional measures requested by the County within 15 business days of the written request to do so.

4.36.3 Any requests to the contractor for County proprietary or confidential information shall be referred to the County for review and approval, prior to any dissemination.

4.37 PUBLIC RECORDS

Under Arizona law, all offers submitted and opened are public records and must be retained by the records manager at the Maricopa County Office of Procurement Services. Offers shall be open to public inspection and copying after contract award and execution, except for such offers or sections thereof determined to contain proprietary or confidential information by the Office of Procurement Services. If an offeror believes that information in its offer or any resulting contract should not be released in response to a public record request, under Arizona law, the offeror shall indicate the specific information deemed confidential or proprietary 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 from disclosure. The records manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

4.38 INTEGRATION

This contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, expressed, or implied.

4.39 UNIFORM ADMINISTRATIVE REQUIREMENTS

By entering into this contract, the contractor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, Part 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 *et seq.*

4.40 GOVERNING LAW

This contract shall be governed by the laws of the State of Arizona. Venue for any actions or lawsuits involving this contract will be in Maricopa County Superior Court, Phoenix, Arizona.

4.41 FORCED LABOR

4.41.1 **By submitting a bid for this solicitation and/or entering into a contract as a result of this solicitation, contractor agrees to comply with all applicable portions of Arizona Revised Statutes Section 35-394. Contracting; procurement; prohibition; written certification; remedy; termination; exception; definitions.**

4.41.2 **Contractor certifies that it does not currently, and agrees for the duration of the contract, that it will not use:**

4.41.2.1 **The forced labor of ethnic Uyghurs in the People's Republic of China.**

4.41.2.2 **Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.**

4.41.2.3 **Any contractors, subcontractors or suppliers that use the forced labor or any good or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.**

4.41.3 **If contractor becomes aware during the term of the agreement that contractor is not in compliance with this paragraph, the contractor shall notify the County within five business days after becoming aware of the noncompliance. If the contractor fails to provide a written certification to the County that the contractor has remedied the noncompliance within 180 days after notifying the County of its noncompliance, then the agreement terminates, except that if the agreement termination date occurs before the end the 180 day period, the agreement terminates on the agreement termination date.**

4.42 UNIQUE ENTITY IDENTIFIER (UEI) AND SYSTEM FOR AWARD MANAGEMENT REGISTRATION

All contractors that receive federal funding must have a UEI number through <https://sam.gov/content/entity-registration>. Contractor must also remain current with the System for Award Management www.sam.gov throughout the term of the contract.

4.43 RELIGIOUS ACTIVITIES

The contractor agrees that costs, planned or claimed, including costs incurred, shall not include any expense for any religious activity.

4.44 POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property, or services contributed by the County or the contractor under the agreement shall be used in the performance of this agreement for any partisan political activity, or to further the election or defeat of any candidate for public office.

4.45 EQUAL EMPLOYMENT OPPORTUNITY

- 4.45.1 The contractor shall not discriminate against any employee or applicant for employment because of race, age, disability, color, religion, sex, or national origin. The contractor shall take affirmative action to ensure applicants are employed and that employees are treated during employment without regard to their race, age, disability, color, religion, sex, or national origin. Such action shall include but is not limited to the following: employment, upgrading, demotion or transfer, recruitment, or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 4.45.2 Contractor shall comply with the following provisions:
- 4.45.2.1 Title VI and VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000a, et seq.);
- 4.45.2.2 The Rehabilitation Act of 1973, as amended (29 U.S.C. §§ 701, et seq.);
- 4.45.2.3 The Age Discrimination in Employment Act of 1967, as amended (29 U.S.C. §§ 621, et seq.);
- 4.45.2.4 The Americans With Disabilities Act of 1990 (42 U.S.C. §§ 12101, et seq.); and Arizona Executive Order 2009-09, as amended, et seq. which mandates that all persons shall have equal access to employment opportunities.
- 4.45.2.5 Contractor understands that the United States has the right to seek judicial enforcement of this assurance.

4.46 CERTIFICATION REGARDING LOBBYING

- 4.46.1 Contractor certifies, to the best of their knowledge and belief, that:
- 4.46.1.1 No federal appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency. This applies to a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant. Including the making of any federal, loan the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- 4.46.2 If any funds other than federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 4.46.3 Contractor shall include Lobbying Certification language in the award documents for all subcontractors (including sub-grants, and contract under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

4.46.3.1 **The Lobbying Certification is a material representation of fact upon which reliance was placed when this transaction is made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any successful proposer(s) who fail to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.**

4.47 **CLEAN AIR ACT & CLEAN WATER ACT**

Contractor must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368) Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

4.48 **ENERGY POLICY AND CONSERVATION ACT**

Contractor must adhere to the standards and policies relating to energy efficiency, which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat.871).