

SERIAL 180247-S WASTE PUMPING SERVICES

DATE OF LAST REVISION: June 27, 2019

CONTRACT END DATE: June 30, 2021

CONTRACT PERIOD THROUGH JUNE 30, ~~2019~~ 2021

TO: All Departments
FROM: Office of Procurement Services
SUBJECT: Contract for **WASTE PUMPING 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 **July 12, 2018**.

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

LA/yy
Attach

Copy to: Office of Procurement Services
 Ron Forster, FMD / Chuck Mayer, MCSO
 Norma Wallace, Flood Control
 Dawn Silvernale, Parks and Recreations
 Martie Harrell, Transportation

(Please remove Serial 12059-S from your contract notebooks)

AAA AJAX PUMPING SERVICE, INC., 2433 S 7TH AVENUE, PHOENIX, AZ 85007

SERIAL: 180247-S

NIGP CODE:

RESPONDENT NAME: AAA Ajax Pumping Service, Inc.

VENDOR NUMBER: VC0000008780

ADDRESS: 2433 S 7th Avenue, Phoenix, AZ 85007

P.O. ADDRESS: PO Box 5782, Glendale, AZ 85312

TELEPHONE NUMBER: 602-278-0075

FACSIMILE NUMBER: 602-340-8182

WEB SITE: www.ajaxpumping.com

REPRESENTATIVE: Dustin Huey

REPRESENTATIVE E-MAIL: DustinHuey@ajaxpumping.com

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE SERVICES UNDER THIS CONTRACT:	[]	[X]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[X]	[]	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD	[]	[X]	_____ %

PAYMENT TERMS:
 NET 30 DAYS

Building	Address	Description	Waste Type	Gallons	Price Per Service
4th Avenue Jail #3316	201 S 4th Ave, Phoenix, AZ	North Lift Station	Lift Station	1000	\$1,400.00
4th Avenue Jail #3316	201 S 4th Ave, Phoenix, AZ	South Lift Station	Lift Station	1000	\$1,400.00
Animal Care and Control #1414	2500 S 27th Ave, Phoenix, AZ	Washrack	Sand/Oil	2000	\$800.00
Animal Care and Control #5105	2630 W Rio Salado Pkwy, Mesa, AZ	Wash Rack Interceptors	Sand/Oil	1000	\$400.00
Animal Care and Control #5105	2630 W Rio Salado Pkwy, Mesa, AZ	Lint Trap	Lint	750	\$300.00
Chambers Warehouse #4052	301 S 4th Avenue, Phoenix, AZ	Lift Station	Lift Station	1000	\$1,400.00
Clerk of Courts #3315	601 W Jackson, Phoenix AZ	Lift Station	Lift Station	1000	\$1,400.00
County Administration #3310	301 W Jefferson, Phoenix, AZ	Lift Station	Lift Station	1000	\$1,400.00
Court Towers #3325	175 W Madison, Phoenix, AZ	4 Lift Stations	Lift Station	1000	\$1,400.00
Court Towers #3325	175 W Madison, Phoenix, AZ	2 ISO totes holding tanks	Shower	1000	\$1,400.00
Equipment Services #1508	3325 W Durango, Phoenix, AZ	Northwest Wash rack Interceptor	Sand/Oil	2000	\$800.00
Equipment Services #1508	3325 W Durango, Phoenix, AZ	Southwest Wash rack Interceptor	Sand/Oil	2000	\$800.00
Equipment Services #1508	3325 W Durango, Phoenix, AZ	East Interceptor	Sand/Oil	2000	\$800.00

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Equipment Services #1508	3325 W Durango, Phoenix, AZ	Automatic Carwash Interceptor	Sand/Oil	500	\$300.00
Equipment Services #1508	3325 W Durango, Phoenix, AZ	Grates Oil	Sand/Oil	500	\$300.00
Equipment Services #2006	16821 N Dysart, Surprise, AZ	Automatic Carwash	Sand/Oil	350	\$300.00
Equipment Services #2006	16821 N Dysart, Surprise, AZ	Shop Interceptor	Sand/Oil	350	\$300.00
Equipment Services #2852	155 E Cury, Mesa, AZ	Carwash	Sand/Oil	750	\$400.00
Equipment Services #2852	155 E Cury, Mesa, AZ	Tire Bay	Sand/Oil	350	\$300.00
Equipment Services #2852	155 E Cury, Mesa, AZ	Maintenance Bay	Sand/Oil	350	\$300.00
Equipment Services #3311	401 W Jefferson, Phoenix, AZ	Automatic Carwash	Sand/Oil	350	\$300.00
Equipment Services #3311	401 W Jefferson, Phoenix, AZ	Maintenance Bay	Sand/Oil	350	\$300.00
Facilities Management #3311	401 W Jefferson, Phoenix, AZ	Garage Interceptor	Sand/Oil	2500	\$1,000.00
Facilities Management #3311	401 W Jefferson, Phoenix, AZ	Welding Shop	Sand/Oil	1000	\$400.00
Facilities Management #3311	401 W Jefferson, Phoenix, AZ	Paint Shop	Sand/Oil	1500	\$600.00
Flood Control Operations #1404	2801 W Durango, Phoenix, AZ	Washrack	Sand/Oil	2000	\$800.00
Flood Control Operations #4136	9601 N 21st Dr, Phoenix AZ	Wash Rack	Sand/Oil	750	\$400.00
Forensic Center East Side #3320	701 W Jefferson, Phoenix	Lift Station	Lift Station	1000	\$1,400.00
Forensic Center West Side #3320	701 W Jefferson, Phoenix	Lift Station	Lift Station	1000	\$1,400.00
Juvenile #1713	3131 W Durango, Phoenix, AZ	Grease Interceptor	Grease	3200	\$480.00
Juvenile Southeast Mesa #2856	1840 S Lewis, Mesa, AZ	Inside	Grease	200	\$200.00
Juvenile Southeast Mesa #2856	1840 S Lewis, Mesa, AZ	Outside	Grease	200	\$200.00
Juvenile Southeast Mesa #2871	1840 S Lewis, Mesa, AZ	By West Sallyport	Grease	4800	\$720.00
MCDOT #1409	2909 W Durango, Phoenix, AZ	Washrack	Sand/Oil	2000	\$800.00
MCDOT Buckeye Yard #406	26449 W Highway 85, Buckeye, AZ	Wash rack, two interceptors in series	Sand/Oil	500/350	\$600.00
MCSO Avondale #309	920 E Van Buren, Avondale, AZ	Grease Trap	Grease	100	\$200.00
MCSO Durango Jail #1601	3225 W Durango, Phoenix, AZ	Outside Interceptor	Grease	1000	\$200.00
MCSO Durango Jail #1601	3225 W Durango, Phoenix, AZ	Inside Interceptor	Grease	1000	\$200.00
MCSO Durango Jail #1601	3225 W Durango, Phoenix, AZ	Lint Trap	Lint	350	\$300.00
MCSO Estrella Jail #1403	2939 W Durango, Phoenix, AZ	Kitchen Grease Trap	Grease	1000	\$200.00
MCSO Estrella Jail #1403	2939 W Durango, Phoenix, AZ	Loading Dock Interceptor	Floorwash/ Rainwater	500	\$200.00

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MCSO LBJ Central Services #1962	3150 W Lower Buckeye, Phoenix, AZ	North Grease Interceptor	Grease	7500	\$1,125.00
MCSO LBJ Central Services #1962	3150 W Lower Buckeye, Phoenix, AZ	South Grease Interceptor	Grease	7500	\$1,125.00
MCSO LBJ Laundry Center #1963	3150 W Lower Buckeye, Phoenix, AZ	Lint Trap	Lint	2500	\$750.00
MCSO Mesa #2853	1840 S Lewis, Mesa, AZ	Grease Trap	Grease	200	\$200.00
MCSO Mesa #2853	1840 S Lewis, Mesa, AZ	Lint Trap	Lint	350	\$300.00
MCSO Residential Treatment #1966	3475 W Durango, Phoenix, AZ	Grease Interceptor	Grease	200	\$200.00
MCSO Towers Jail #1611	3127 W Gibson, Phoenix, AZ	Grease Interceptor	Grease	1000	\$200.00
Mesa Courts #2855	1840 S Lewis, Mesa, AZ	Grease Trap	Grease	350	\$200.00
Northwest Maintenance #2025	12975 W Bell Rd, Surprise, AZ	Truck Wash	Sand/Oil	1000	\$1,000.00
Security Building #4157	222 N Central, Phoenix, AZ	Lift Station	Lift Station	1000	\$1,400.00
Sheriffs Substation #2021	13063 W Bell Rd Surprise, AZ	Washrack	Sand/Oil	1000	\$400.00
West Court Bldg #3301	111 S 3rd Ave, Phoenix, AZ	Lift Station	Lift Station	1000	\$1,400.00

PRICING SHEET: NIGP CODE

Terms: NET 30

Vendor Number: VC0000008780

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2019 2021.**

WASTE PUMPING SERVICES

1.0 INTENT:

The intent of this Invitation For Bids is to provide a source for scheduled and as needed pumping services to include removal, cleaning, and disposal of liquid and solid waste from traps, sand and oil interceptors, flow through tanks, cesspools, septic tanks, and lift stations, as specified in the technical specifications. The successful bidder shall furnish all labor, supervision, materials, equipment, and transportation, necessary to perform the work required.

Other governmental entities under agreement with the County may have access to services provided hereunder (see also Sections 3.9 and 3.10, 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 SPECIFICATIONS:

2.1 All work must comply with US Environmental Protection Agency (EPA), Occupational Safety and Health Agency (OSHA), Department of Transportation (DOT), and Arizona Department of Safety and Health (ADOSH), and any local regulations in effect at each service occurrence.

2.2 Contractor shall adhere to all regulations, rules, ordinances, and standards set by Federal, State, County, and Municipal governments in providing the County with pumping services.

2.3 For the first three (3) months of the contract, Contractor shall be required to schedule pumping services via phone to the County department, twenty-four (24) hours prior to actual pumping. This requirement shall be in effect to enable the Contractor to familiarize themselves with the sites. After which, this requirement to be relaxed and the Contractor then to provide a written schedule detailing the date and time of day the services will be. The County department must approve the schedule.

2.4 Contractor shall not discharge trap liquids back into trap/pit/sump/lift station after separating grease and solids.

2.5 The Contractor shall keep the premises clean of all rubbish and debris generated by the work involved and shall leave the premises neat and clean.

2.6 WEST COURT BUILDING LIFT STATION:

This site has limited access, which will require the Contractor's service truck to park at street level (Madison Street). Approximately one hundred twenty (120) feet of hose will be required to access the station. Parking permits will be coordinated and obtained by the County department. Confined space entry 29 CFR 1910.146 via licensing and certification shall be a requirement when servicing this site.

2.7 ALL LIFT STATIONS:

Shoes, towels, blankets, socks, cups, clothing, plastic bags, etc. are just a few of the items that must be monitored so as not to be pumped up through Contractor's hoses. These solids are to be removed from the station and disposed of by the Contractor at no additional cost to the County. Confined space entry 29 CFR 1910.146 shall be a requirement when servicing any lift station site.

2.8 Bio-remediation (bacteria/enzyme) programs will not be used in County traps, sumps, pits, or lift stations.

2.9 Contractor shall ensure all wastes pumped from County sites are not stockpiled, stored, or dumped by any unlicensed and/or illegal land application method, drained into sewers, and/or blended into other ingredients for use in animal foods or cosmetics.

- 2.10 Contractor shall notify the County of any damage to grease traps, whether caused by the Contractor, residual damage, or failure of trap components. Repair of grease traps is not a part of this contract.
- 2.11 There may be occasions wherein the Contractor is called out to perform non-scheduled pumping service or after hour's service. This request may occur during or after business hours, weekends, or holidays. Rates shall be priced separately.
- The Contractor shall have adequate personnel, supervisors, and equipment necessary to perform non-scheduled after hours and weekend requests.
- 2.12 Contractor shall dispose of liquids and waste material pumped at Environmental Protection Agency (EPA)/ Arizona Department of Environmental Quality (ADEQ) approved environmentally safe disposal sites. All fees payable at the legally designated disposal facility for discharging is the responsibility of, and paid by, the Contractor and billed back to the County without mark-up.
- 2.13 The Contractor shall provide a list of disposal sites to be used for County waste disposal as part of the response to this Solicitation.
- 2.14 TYPES OF WASTES GENERATED:
- 2.14.1 Type A, septic tank/sanitary (sewer waste septic [biohazard])
- 2.14.2 Type B, cafeteria/institutional grease trap waste (kitchens [solid waste])
- 2.14.3 Type C, carwash and service station sand trap waste (garages and car washes [potential special petroleum waste]) (less than 25% of concentration level)
- 2.14.4 Type C, as above, w/ solids exceeding 25% of load
- 2.14.5 Laundry trap lint waste
- 2.14.6 There may be occasions when pumping/cleaning of drywells will be required. Cost per service will be the same as other pumping services as listed. Cost of waste disposal will vary with the type of waste.
- 2.15 IF IT IS ANTICIPATED THAT ANY WASTE IS OUT OF THE ORDINARY, BOTH THE CONTRACTOR AND RISK MANAGEMENT SAFETY HAZARDOUS MATERIALS CONSULTANT (602) 506-7179 SHALL BE NOTIFIED BEFORE THE TIME OF THE SCHEDULED PICK UP.
- 2.16 CONTRACTOR, MIXING OF LOADS:
- Contractor shall not mix hazardous materials waste with the County's non-hazardous waste. If mixing occurs, the Contractor assumes all liability and shall assume all applicable costs. Additionally, the contractor shall not mix any type of waste from other facilities with County waste (the exception is when disposing at an approved disposal facility).
- 2.17 DISPOSAL MANIFESTS:
- 2.17.1 Contractor shall be responsible to accurately record transport activity via shipping manifests. This information shall be provided to the County and shall conform to EPA DOT manifest forms for non-hazardous or hazardous waste, as appropriate. The manifest MUST accompany each invoice.
- 2.17.2 Disposal fees (user fees) including testing fees from the disposal will be paid by the Contractor and billed back to the County as part of the service cost without mark-up. Cost increases will be allowable on disposal fees only if supported by documentation. Copies of profile testing results must be included as part of the documentation.

- 2.17.3 Copies of disposal fee documentation must be attached to each invoice. Failure to provide the documentation will cause all fee charges AND service charges to be held back. AS THE DISPOSAL MANIFEST IS AN EPA REQUIREMENT, CONTINUED FAILURE TO PROVIDE SUCH MAY RESULT IN DEFAULT OF CONTRACT.
- 2.17.4 Additional charges for waste material that has failed to meet the profile testing criteria at the disposal site shall be added to the site monthly cost as a separate line charge with documentation attached. Failure to provide the documentation will cause the charge to be disallowed.
- 2.17.5 The Contractor shall have the capability to provide environmental sampling analysis from an Arizona Department of Health Service (ADHS) or American Industrial Hygiene Association (AIHA) licensed laboratory, as appropriate. The Contractor shall document the laboratory's license status for the submitted samples. The results of the sample analyses and the laboratory used for the analyses shall be provided to the County along with the accompanying manifest.
- 2.17.6 The Contractor shall provide a list of ADHS or AIHA licensed laboratories to be used for County waste analyses as part of the response to this Solicitation.
- 2.17.7 Upon request, the Contractor shall make available to the County all records regarding disposal, fees, and all data pertaining to wastes obtained from the County, for audit verification.
- 2.18 If the Contractor is unable to provide service as required, the County reserves the right to source pumping services on the open market. Any additional charges for this outsourcing above the contracted rates as bid in Attachment A, PRICING, shall be borne by the Contractor.
- 2.19 **CONFINED SPACE CERTIFICATION:**
- Contractor must have confined space licensing and certification and all equipment required for such certifications and performance of the task (i.e., air monitoring equipment; safety harness; etc.) per 29CFR 1910.146. A minimum of three (3) of Contractor's staff shall be present when this type of service is required, and the County to supply one (1) staff person to be present. A copy of confined space program and personnel certification must be submitted with this Solicitation response.
- 2.20 Contractor shall notify the County, in writing, whenever any citation is received for noncompliance in any services provided to any County related activity.
- 2.21 In the event the work performance of the Contractor is unsatisfactory, the Contractor will be notified by the County and be given twelve (12) hours to correct the work. Labor for all re-work (i.e., pumping) shall be at no additional cost to the County.
- 2.22 **CONTRACTOR QUALIFICATIONS:**
- 2.22.1 Contractor's firm must be in the pumping business a minimum of two (2) consecutive years, the firm's management staff must have three (3) years pumping experience, and be completely familiar with the specified requirements and methods needed for proper performance of this contract. Contractor's staff assigned to this contract must have a minimum of three (3) years pumping experience to perform any service to the County. Provide years of experience the firm has been in the pumping service business. Provide years of experience of the management staff. Provide roster of pumping staff listing name and years of experience. Proof of these requirements shall be provided as part of the response to this Solicitation.
- 2.22.2 The Contractor's service truck fleet shall be so equipped and so sized to perform pumping services for the County. The Contractor shall have a local yard to keep their

trucks maintained daily. These requirements shall be verified by FMD via a formal inspection after bid submittals and prior to bid award. Contractor's pumping equipment must be adequate and plentiful to service the locations and capacities. Trash barrels must be carried on the vehicle to dispose of solid waste as outlined in §2.8 when pumping lift stations. Provide number of trucks in the service fleet and how equipped as part of the response to this Solicitation.

2.22.3 Contractor to possess all applicable permits, including but not limited to Maricopa County Vector Control Non-hazardous Liquid Waste Hauler Permit, and Arizona Department of Environmental Quality permit, to perform the specifications herein. Proof of such permits shall be provided as part of the response to this Solicitation.

2.22.4 A Maricopa County Sheriff's Office background check will be a requirement for all personnel of Contractor's staff providing services to the County. This requirement is essential due to the need to access areas within the County such as detention facilities, court buildings, and many other restricted areas. The cost for this requirement shall be incurred by the County.

3.0 PURCHASING REQUIREMENTS:

3.1 ACCEPTANCE:

Upon completion, services shall be deemed accepted and the warranty period shall begin. All documentation shall be completed prior to final acceptance.

3.2 USAGE REPORT:

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

3.3 BACKGROUND CHECK:

Bidders/proposers need to be aware that there may be multiple background checks (Sheriff's Office, County Attorney's Office, Courts as well as Maricopa County general government) to determine if the respondent is acceptable to do business with the County. This applies to (but is not limited to) the company, subcontractors and employees and the failure to pass these checks shall deem the respondent non-responsible.

3.4 INVOICES AND PAYMENTS:

3.4.1 The Contractor shall submit one (1) legible copy of their detailed invoice before payment(s) will be made. Incomplete invoices will not be processed.

3.4.2 Invoices are required to contain the following information:

- Company name, address and contact
- County bill-to name and contact information
- Building Name and Building Number
- Contract Serial Number
- Payment Terms
- County purchase order number
- Maximo (FMD) service call number
- Invoice number and date
- Date of service or delivery
- Description of Purchase (services performed)
- Pricing per unit of purchase
- Extended price

- Arrival and completion time
- Total Amount Due

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

3.4.4 Problems regarding billing or invoicing shall be directed to the Department as listed on the Purchase Order.

3.4.5 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 located on the County Department of Finance Vendor Registration Web Site (<http://www.maricopa.gov/922/Vendors>).

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

3.5 APPLICABLE TAXES:

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

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

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

3.6 TAX (SERVICES):

No tax shall be invoiced or paid against Contractor's labor. It is the responsibility of the Contractor to determine any and all applicable taxes and include the cost in the proposal price.

3.7 PERFORMANCE:

It shall be the Contractor's responsibility to meet the proposed performance requirements. Maricopa 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.

3.8 POST AWARD MEETING:

The 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.

3.9 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE):

The County is a member of the \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of \$AVE may access a contract resulting from a solicitation issued by the County. If you do not want to grant such access to a member of \$AVE, please state so in your bid. 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 bid.

3.10 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's):

County currently holds ICPA's 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 procurement rules, processes and procedures.

4.0 CONTRACTUAL TERMS & CONDITIONS:

4.1 CONTRACT TERM:

This Invitation for Bid is for awarding a firm, fixed-price purchasing contract to cover a term of one (1) year.

4.2 OPTION TO RENEW:

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

4.3 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 Contractor 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:

Any requests for reasonable price adjustments must be submitted sixty (60) days prior to the Contract expiration etc. 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 shall 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 Contract.

4.5 INDEMNIFICATION:

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.

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.

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.

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 the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.
- 4.6.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.
- 4.6.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.
- 4.6.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.
- 4.6.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- 4.6.6 The insurance policies required by this Contract, except Workers' Compensation and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.
- 4.6.7 The policies required hereunder, except Workers' Compensation and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.
- 4.6.8 Commercial General Liability:

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

4.6.9 Automobile Liability:

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

4.6.10 Workers' Compensation:

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.

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

4.6.11 Environmental/Pollution:

Contractor shall maintain Commercial General Liability insurance (CGL) and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence with a \$4,000,000 Products/Completed Operations Aggregate and a \$4,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations, environmental and pollution damage, and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract.

4.6.12 Certificates of Insurance:

4.6.12.1 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.

4.6.12.2 In the event any insurance policy(ies) required by this contract is(are) written on a claims made basis, coverage shall extend for two (2) years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

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

4.6.13 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 thirty (30) days prior written notice to Maricopa County. Contractor must provide to Maricopa County, within two (2) 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 320 West Lincoln Street, 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 will include 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, interruption or failure of electricity or telecommunication service.

4.7.2 Each Party, 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.

4.7.4 ~~The County shall reserve the right to terminate this Contract and/or any applicable order or contract release purchase order upon non-performance by Contractor. The County shall reserve the right to extend the Contract and time for performance at its discretion.~~

4.8 ORDERING AUTHORITY:

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

4.9 NO MINIMUM OR MAXIMUM PURCHASE OBLIGATION:

4.9.1 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.

4.9.2 Contractors agree to accept verbal notification of cancellation of Purchase Orders from the County Procurement Officer with written notification to follow. Contractor specifically acknowledges to be bound by this cancellation policy.

4.10 PURCHASE ORDERS:

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

4.11 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.

4.12 STOP WORK ORDER:

The Procurement Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of ninety (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 ninety (90) calendar days after a stop work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Procurement Officer shall either:

- 4.12.1 Cancel the stop work order; or
- 4.12.2 Terminate the work covered by the order as provided in the Default, or the Termination for Convenience clause of this Contract.
- 4.12.3 The Procurement Officer may make an equitable adjustment in the delivery schedule and/or Contract price, or otherwise, and the Contract shall be modified, in writing, accordingly, if the Contractor demonstrates that the stop work order resulted in an increase in costs to the Contractor.

4.13 TERMINATION FOR CONVENIENCE:

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

4.14 TERMINATION FOR DEFAULT:

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

- 4.14.1 Deliver the supplies or to perform the services within the time specified in this Contract or any extension;
- 4.14.2 Make progress, so as to endanger performance of this Contract; or
- 4.14.3 Perform any of the other provisions of this Contract.

The County's right to terminate this contract under these subparagraphs may be exercised if the Contractor does not cure such failure within ten (10) business days (or more if authorized in

writing by the County) after receipt of the notice from the Procurement Officer specifying the failure.

4.15 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 (3) 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.

4.16 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.

4.17 SUBCONTRACTING:

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

4.17.2 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.

4.18 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.

4.19 ADDITIONS/DELETIONS OF SERVICE:

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

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

4.20.1 In accordance with section MCI 371 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to and the right to examine, copy, and make use of, any and all said materials.

4.20.2 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.

4.21 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.

4.22 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.

4.23 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.

4.24 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.

4.25 RIGHTS IN DATA:

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

4.26 RELATIONSHIPS:

4.26.1 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.

4.26.2 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.

4.27 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 website (<http://azmemory.azlibrary.gov/cdm/singleitem/collection/execorders/id/680/rec/1>) which is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, Contractor shall not discriminate against any employee, client or any other individual in

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

4.28 ISRAEL BOYCOTT:

~~By submitting this proposal, the Contractor certifies that they are in compliance with Article 9, A.R.S. § 35-393 et seq.~~

4.29 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION:

4.29.1 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;

4.29.1.1 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;

4.29.1.2 have not within a three (3) year period preceding this Contract:

4.29.1.2.1 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; and

4.29.1.2.2 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;

4.29.1.2.3 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; and 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 have not within a three (3) year period preceding this Contract had any public transaction (Federal, State or local) terminated for cause or default.

4.29.1.2.4 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.

4.29.2 The 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.

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

4.30.1 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 (3) years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

4.30.2 The County retains the legal right to inspect Contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 4.30.1 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.

4.31 CONTRACTOR LICENSE REQUIREMENT:

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

4.32 INFLUENCE:

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.

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

4.32.1 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,

4.32.2 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.

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 REGARDS 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.

4.33 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.

4.34 PUBLIC RECORDS:

Under Arizona law, all bids 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 and copying after Contract award and execution, except for such Bids or sections thereof determined to contain proprietary or confidential information by the Office of Procurement Services. If a Bidder believes that information in its bid or any resulting Contract should not be released in response to a public record request under Arizona law, the bidder shall indicate the specific information deemed confidential or proprietary and submit a statement with its bid detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise from disclosure.

4.35 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, express or implied.

4.36 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.*

4.37 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.

ATTACHMENT D

FACILITIES MANAGEMENT REQUIREMENTS

1.0 HOURS OF SERVICE:

- 1.1 REGULAR HOURS are between 6:00 AM and 6:00 PM, Monday through Friday, excluding County holidays.
- 1.2 AFTER HOURS is after 6:00 PM and prior to 6:00 AM, Monday through Friday.
- 1.3 WEEKENDS are anytime Saturday or Sunday.
- 1.4 HOLIDAYS are County Holidays.
- 1.5 Services shall be available 24 hours per day, 7 days per week, 365 days per year.

2.0 BEGINNING OF WORK:

- 2.1 Contractor shall provide 24 hours per day, 7 days per week, 365 days per year telephone access, and respond to a call for services within thirty (30) minutes of receipt via phone or email.
- 2.2 During REGULAR HOURS, AFTER HOURS, WEEKEND or HOLIDAYS, Contractor shall respond on-site to begin work within four (4) hours of receipt of a service request.
- 2.3 The four (4) hour response time shall carryover to the next working day if called into Contractor's office as a non-emergency call after 2:00 PM. The Contractor will be required to begin work by 8:00 AM the following day.
- 2.4 If the request is designated by the County as an EMERGENCY, the contractor shall respond on-site and begin work within two (2) hours of receipt of a service request regardless of the time of day, WEEKEND or HOLIDAY.

3.0 TRIP CHARGE:

One-time trip charges of \$50 (one per work order) are permitted when Time and Materials work is requested at the following sites ONLY:

- 3.1 MCSO Lake Aid Stations (Apache, Bartlett, Blue Point, Canyon and Saguaro)
- 3.2 County offices located in Gila Bend, AZ
- 3.3 County offices located in Buckeye, AZ
- 3.4 County offices located in Aguila, AZ

4.0 DEAD END CHARGE:

If the contractor is unable to locate a County representative familiar with the work or is unable to gain access to the work site, the Contractor shall call the County Boiler Room (602-506-3310). The Boiler Room technician will give contractors further instruction at this time. If the Contractor is delayed or turned away, a \$50 trip charge shall be authorized by the County.

5.0 CONTRACTOR REQUIREMENTS:

- 5.1 Contractor shall provide and maintain during the entire period of this contract, all labor, supervision, materials, effort, tools, and equipment sufficient in number, condition and capacity to efficiently perform the work and render the services required by this contract. Contractor shall

provide evidence of his ability to furnish equipment and personnel. The Contractor's service truck fleet and/or warehouse shall carry sufficient supply of repair parts and equipment to perform services per Scope of Work presented. All vehicles used by Contractor shall be clearly identified with the name of the company, address of local office and phone number of local office on each side of the equipment, including personnel transportation vehicles. The letters shall be of such size that they are distinguishable from a reasonable distance.

- 5.2 The Contractor shall perform the work in such a way as to minimize disruption to the normal operation of the County site and building occupants. 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 and County property is 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. Documentation will be performed through an audit and feedback system of contract administration. If an inspection reveals that the Contractor failed 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 fail to correct noted issues, 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 invoices.
- 5.3 The Contractor shall perform all services in such a manner that does not damage County property. In the event damage occurs to Maricopa County property, or any adjacent property due to any services performed under this contract, the Contractor shall notify the County representative immediately of damages and 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.
- 5.4 In the event the work performance of the Contractor is unsatisfactory, there shall be no cost incurred by the County from the Contractor related to correcting the deficiency.
- 5.5 Contractor's bidding on this solicitation may visit the sites to determine conditions that would affect prices and work performance. As some sites do have internal restrictions, a site visit may be scheduled if necessary. See GIS link for site directions: <https://gisportal.maricopa.gov/FMD/Facility/Index.html>
- 5.6 Contractors must have a shop facility within 50 miles of 401 W Jefferson St, Phoenix AZ 85003.
- 5.7 The Contractor agrees to utilize only experienced, responsible, and capable people in the performance of the work.
- 5.8 All employees of the Contractor shall wear a company uniform identified with the company name consisting of a minimum of one of the following:
 - Shirt/blouse
 - Vest
 - Cap
- 5.9 Only authorized employees of the Contractor are allowed on the premises of Maricopa County. Contractor's employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor.

6.0 BUILDING ACCESS:

- 6.1 The Contractor may be provided access to County Facilities at the discretion of Facilities Management. Keys, badges, or access cards will be provided per the following guidelines:
- Contractor may be provided keys, badges, or access cards badges at the discretion of the Facilities Management Department.
 - Keys must stay on-site. Contractor employees will sign out a set of keys (all looped on a single key ring) upon arrival at site, and must turn-in key set after completion of duties.
 - Permanent key(s), may be provided to Contractor employees on a case-by-case basis. Should an employee leave the Contractor's work force, keys, badges, and access cards must be returned to the County. Keys not returned will cause the County to re-key the ENTIRE building and the cost be borne by the Contractor.
- 6.2 The Contractor shall notify the County within twenty-four (24) hours if any keys, badges, or access cards are lost, misplaced, stolen or otherwise not within the Contractor's control.
- 6.3 Once this agreement is complete, expired, or terminated, the Contractor shall immediately return all keys, badges, or access cards to Facilities Management. Failure to comply with this requirement may result in the Contractor being assessed the cost of replacing keys or access cards and any associated cost to ensure the security of County facilities.

7.0 SALVAGE:

Salvage and trade-in rights shall be evaluated on a project by project basis by the County and shall be determined prior to incorporation in the contractor's bid price. Salvageable materials without pre-approved contractor salvage rights shall be securely stored and are not to be transported off the site without written permission from Maricopa County. If contractor is given salvage rights, salvageable materials shall be removed daily. No on site storage of contractor's salvaged materials will be permitted.

8.0 ALLOWABLE PASS-THRU COSTS UNDER TIME AND MATERIALS WORK:

- 8.1 RENTALS: Any rental equipment required to complete non-routine work, shall be a pass-through cost with no mark-up. Equipment Operator hourly rates as provided by the Contractor bid response pricing, shall apply to both owned and rented equipment operated by the Contractor. Operating costs for rented equipment which include a condition that equipment only be operated by an employee of the rental company are allowable at the operator rate designated by the rental company. Rental/Operating costs shall be paid by the Contractor and invoiced to the County with no mark-up.
- 8.2 TOOLS: Any tools rented or charged on a per use basis by Contractors while conducting County business shall be discussed with and approved by the County in advance. Approval for the use of these tools shall result in a contract addendum or amendment if allowed as a pass-thru cost. Tool fees shall be paid for by the Contractor and invoiced to the County with no mark-up.
- 8.3 PERMITS: Any permits related to the performance of County work shall be obtained by the Contractor. Permit costs shall be paid by the Contractor and invoiced to the County with no mark-up.
- 8.4 DUMP FEES: Any dump fees incurred by the Contractor related to work performed for the County shall be paid by the Contractor and invoiced to the County with no mark-up.
- 8.5 Supporting documents for any allowable pass-thru cost (non-project work) shall accompany each final invoice. All pass-thru supporting documents must be itemized for labor, materials, and taxes (time & material work only).

9.0 FACILITIES MANAGEMENT INVOICES AND PAYMENTS:

9.1 Payment terms shall be calculated based on the date a properly completed invoice is received by the County.

9.2 Invoices should contain all of the following information at a minimum:

- Company name, address and contact information
- County bill-to name and contact/requestor information
- Building name and building number
- County purchase order number
- Contract or BidSync agreement number
- Maximo (Facilities Management) work order number
- Invoice number and date
- Date of service or delivery (for Project work: use “Completion date”)
- Description of services performed
- Line item description of parts and materials (Time and Materials work)
- Line item labor breakdown: arrival and completion time, rate per hour x no. of hours by personnel type (Time & Materials work)
- Total amount due with tax amounts separated (Time and Materials work).
*Clearly indicate the tax rate being applied on a separate line.
- Payment Terms as stated in the agreement

9.3 Problems regarding billing or invoicing shall be directed to the email address below.

9.4 Invoices should be e-mailed to: FMD-ACCOUNTSPAYABLE@MAIL.MARICOPA.GOV

9.5 If invoices cannot be e-mailed, send by mail to:

Maricopa County Facilities Management – Accounts Payable
401 W. Jefferson
Phoenix, Arizona 85003

9.6 Payment shall be made to the Contractor by Accounts Payable through an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Contractor Registration Form located on the County Department of Finance Contractor Registration Web Site. <http://www.maricopa.gov/Finance/Vendors.aspx>

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

Respondent hereby certifies that Respondent has read, understands, and agrees to comply with the above Facilities Management Requirements.

COMPANY: AAA Ajax Pumping Service, Inc

Dustin Huey Director of Operations
NAME AND TITLE

Dustin Huey
SIGNATURE

6/25/18
DATE