



Request for Qualifications

Solicitation No.
ADSP017-00007424

Description:
Statewide Fire Alarm Job Order Contracting

Arizona Department of Administration
Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

SOLICITATION SUMMARY AND TABLE OF CONTENTS Notice of Request for Qualifications (RFQ)

Pursuant to A.R.S. § 41-2501, the Arizona Department of Administration, State Procurement Office (the State) is seeking to establish multiple contracts per region for **Statewide Fire Alarm Job Order Contracting** to provide job-order-contracting fire alarm services to satisfy the needs of all State Agencies, Boards, and Commissions, as well as participating purchasing Cooperative Members (collectively the Eligible Agencies).

A Job Order Contract is an indefinite quantity contract pursuant to which the Contractor may perform on-going services on individual projects at different locations throughout the State of Arizona. The State is divided into seven (7) geographical regions and contracts shall be awarded by region. The Contract Documents include, but are not limited to, the Solicitation, Job Order Operating Manual, Construction Task Catalog which contains construction tasks with preset unit prices, and Technical Specifications. The Construction Task Catalog® and Technical Specifications are provided by GORDIAN in accordance with the firm's state-contract to provide a unit price book and other services related to Job Order Contracting.

The purpose of this solicitation is to conduct a competitive process to create contracts from which the State and Eligible Agencies may acquire these services. To participate in this contract, a Cooperative Member shall have entered into a Cooperative Purchasing Agreement with the Arizona Department of Administration, State Procurement Office as required by A.R.S. § 41-2632. Membership in the State Purchasing Cooperative is available to all Arizona political subdivisions including cities, counties, school districts, and special districts. Membership is also available to all non-profit organizations, as well as State governments, the United States Federal Government, and Tribal Nations. Non-profit organizations are defined in A.R.S. § 41-2621(4) as any non-profit corporation as designated by the Internal Revenue Service under section 501C(3) through 501C(6).

The State makes no guarantee as to actual spend under any resultant contract.

Responses to this Solicitation shall be received by the State Procurement Office **online** through the State's **electronic** procurement system, ProcureAZ (www.procure.az.gov) until the date and time denoted in the "Bid Opening Date" field in ProcureAZ.

Submittals received by the correct time and date will be opened and the name of each offeror will be publicly available. **LATE Request for Qualifications (RFQ) SUBMITTALS WILL NOT BE CONSIDERED.**

Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the appropriate Procurement Agency. Requests shall be made as early as possible to allow time to arrange the accommodation.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE RFQ.

Available online at: Procure.AZ.gov

Section Title: Solicitation Summary and Table of Contents

Section Date: June 19, 2017



Request for Qualifications

Solicitation No.
ADSP017-00007424

Description:
**Statewide Fire Alarm Job Order
Contracting**

Arizona Department of
Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

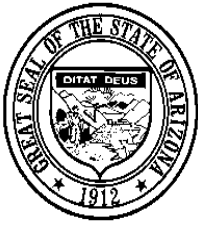
RFQ TABLE OF CONTENTS

PART 1	Special Instructions to Offerors
PART 2	Uniform Instructions to Offerors
PART 3	Special Terms and Conditions
PART 4	Uniform Terms and Conditions
PART 5	Scope of Work
PART 6	Compensation Document
PART 7	Operating Manual for Vertical Job Order Contracting
PART 8	Construction Task Catalog (to be provided upon Negotiations)
PART 9	Technical Specifications (to be provided upon Negotiations)
PART 10	Offer Attachments
	1 - Offer and Acceptance Form
	2-A - Offeror Information Questionnaire
	2-B - Experience & Organizational Profile
	3-A - Method Proposal
	3-B - Key Personnel Proposal
	3-C - Proposed Subcontractors Selection Plan
	3-D - Financial Statements and Bankruptcy/Lawsuit Involvement
	3-E -Boycott of Israel Disclosure
	4 - Pricing (Reserved, not to be submitted with Statement of Qualifications)
	5-A - Proposed Designation of Confidential Information
	5-B - Conformance Statements
	5-C - Insurance and Bonding Evidence
	5-D - Offer Checklist
PART 11	Exhibits
	I. Regions Map
	II. Sample Bond Forms
	III. Construction Contractor Supplier Engagement Survey
	IV. Supplemental Provisions for Federal Work
	V. Davis Bacon Wage Determination

Available online at: Procure.AZ.gov

Section Title: Solicitation Summary and Table of Contents

Section Date: June 19, 2017



Request for Qualifications

Solicitation No.
ADSP017-00007424

Description:
**Statewide Fire Alarm Job Order
Contracting**

Arizona Department of
Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

PART 1- SPECIAL INSTRUCTIONS TO OFFERORS

1.0 DEFINITION OF TERMS

Refer to Uniform Instructions to Offerors and to Solicitation PART 7 – Operating Manual for Vertical Job Order Contracting.

2.0 SOLICITATION INQUIRIES

2.1 Supplemental to Section 2.3 of the Uniform Instructions, all questions related to the content of this Request for Qualifications shall be submitted via the "Q & A" tab within the solicitation in ProcureAZ. Inquiries received less than 72 hours prior to the bid opening date are not guaranteed to be answered before the offer due date and time. Only official solicitation amendments issued by the State Procurement Office through ProcureAZ shall constitute a change to the solicitation requirements. Technical inquiries about submitting your offer in ProcureAZ should be submitted to the ProcureAZ Help Desk by phone at (602) 542-7600, option 1, or by email at procure@azdoa.gov.

2.2 **A non-mandatory Pre-Offer Conference will be held on** Friday, June 23, 2017, at 10:00 AM (MST) in Room 101 at the Arizona Department of Administration Building, 100 N. 15th Avenue, Phoenix, AZ 85007. Plan on arriving at least 15 minutes early to receive a temporary security badge. Check in at the Badging Office with photo identification. Please submit questions for the Pre-Offer Conference through Procure.AZ.gov prior to the date of the conference you choose to attend. Please call (602) 364-0134 with any questions.

3.0 OFFER PREPARATION

3.1 ProcureAZ

Offers in response to this solicitation shall be submitted within the State's eProcurement system, PROCUREAZ (<https://procure.az.gov>). Please be advised that utilizing ProcureAZ requires a certain level of technical competency that should be considered when selecting staff to work in the system. For assistance contact the **ProcureAZ Help Desk at 602-542-7600 or email procure@azdoa.gov, Monday through Friday from 8:00am to 5:00pm MST (excluding State holidays)**. The successful submission of your offer in ProcureAZ is critical in order for the State to receive and evaluate your offer. Therefore, particular focus should be placed on the selection of staff given the responsibility for submitting your offer in ProcureAZ. Offers shall be received before the date/time listed in the solicitation's 'Bid Opening Date' field. Offers submitted outside PROCUREAZ, or those that are received after the date/time stated in the 'Bid Opening Date' field, shall be rejected.

3.2 Content of Statement of Qualifications (SOQ)

Available online at: Procure.AZ.gov

Section Title: Instructions to Offerors

Section Date: June 19, 2017



Request for Qualifications

Solicitation No.
ADSP017-00007424

Description:
**Statewide Fire Alarm Job Order
Contracting**

Arizona Department of
Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

3.2-A *Required Documents*

The submitted Statement of Qualifications shall include the following documents. Failure to submit all documents below according to instructions may have a negative impact on the evaluated score or result in the offer being determined non-responsive and therefore not susceptible for award.

- (1) Attachment 1 – Signed Offer and Acceptance Form
- (2) Attachment 2-A - Offeror Information Questionnaire
- (3) Attachment 2-B - Experience & Organizational Profile
- (4) Attachment 3-A – Method Proposal
- (5) Attachment 3-B – Key Personnel Proposal
- (6) Attachment 3-C – Proposed Subcontractor Selection Plan
- (7) Attachment 3-D – Financial Statements and Bankruptcy/Lawsuit Involvement
- (8) Attachment 3-E – Boycott of Israel Disclosure
- (9) Attachment 4 – Pricing (Reserved, Not to be submitted with SOQ)
- (10) Attachment 5-A – Proposed Designation of Confidential Information
- (11) Attachment 5-B – Conformance Statements
- (12) Attachment 5-C – Insurance and Bonding Evidence
- (13) Attachment 5-D – Offer Checklist

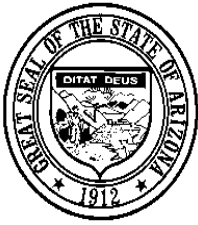
3.2-B *Pre-Printed Documents*

Any pre-printed documents required by this solicitation are located within this document and shall be completed in the format provided and according to any instructions contained within the document or elsewhere in these instructions. Offerors shall download all pre-printed documents, save the completed document to their computer, and upload completed documents as part of their submitted offer in ProcureAZ. Excessive marketing attachments that are not requested in the documents listed below are discouraged.

Available online at: Procure.AZ.gov

Section Title: Instructions to Offerors

Section Date: June 19, 2017



Request for Qualifications

Solicitation No.
ADSP017-00007424

Description:
**Statewide Fire Alarm Job Order
Contracting**

Arizona Department of
Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

4.0 SUBMISSION OF OFFER

4.1-A *Submission of Pricing*

Offeror shall NOT submit pricing with their Statement of Qualifications.

To meet the functionality of ProcureAZ and to be considered responsive, please enter a Unit Cost of \$1.00 on Line Item No. 1. In the absence of entering the Unit Cost of \$1.00, upon submission, ProcureAZ will mark the offer as a "NO BID".

Offers shall remain valid for 120 calendar days after submission due date and time.

5.0 EVALUATION

5.1 **Opening**

Supplemental to the Uniform Terms and Conditions, offers received by the due date and time will be opened online and the name of each Offeror will be publicly available. Offers will not be subject to public inspection until after contract award.

5.2 **Selection Process**

5.2-A *Evaluation Criteria*

Firms interested in providing Statewide General Contracting Job Order Contracting services must submit a Statement of Qualifications (SOQ). In accordance with A.R.S. § 41-2579, SOQs will be evaluated based on the following evaluation criteria, and the evaluation criteria and relative weight of the criteria will be used to determine the short list of persons or firms to be interviewed (if conducted) or the final list (if interviews are not conducted).

Experience	(400 points)
Method of Approach	(325 points)
Subcontractor Selection Plan	(275 points)

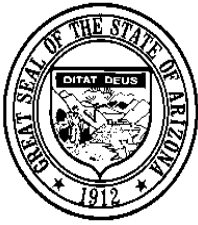
5.2-B *Selection Committee*

A Selection Committee will review and score the Statement of Qualifications and develop a short list or the final list (if interviews are not conducted) with a minimum of four (4) Fire Alarm Contractors and not more than eight (8) persons or firms per State region (reference Regions Map, Exhibit I).

Available online at: Procure.AZ.gov

Section Title: Instructions to Offerors

Section Date: June 19, 2017



Request for Qualifications

Solicitation No.
ADSP017-00007424

Description:
**Statewide Fire Alarm Job Order
Contracting**

Arizona Department of
Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

5.2-C *References*

At the discretion of the selection committee, evaluations of Offeror may also include site visits of the Offeror's completed projects listed in the submitted Statement of Qualifications and reference verifications of the projects.

5.2-D *Interviews*

5.2-D-(01) The selection committee may hold interviews. Before the interviews are held, the state shall distribute to the persons or firms on the short list the interview evaluation criteria and weighting (if different from the criteria listed in the solicitation) used to determine the persons or firms on the final list and their order of preference.

5.2-D-(02) The selection committee will select the persons or firms on the final list and their order of preference on the final list solely through the results of the interview process. (if interviews are conducted)

5.2-D-(03) If conducted, interviews will take place at the Arizona Department of Administration, located at 100 North 15th Avenue, Phoenix, AZ and are estimated to be forty-five to sixty minutes in length. The proposed Contractor's key personnel should be present at the interview.

5.3 **Cost is Not a Consideration**

Fees, price, man-hours or any other cost information shall not be requested or considered at any point in the qualifications selection process, including the selection of persons or firms to be interviewed, the selection of persons or firms to be on the final list, nor in determining the order of preference of persons or firms on the final list.

5.4 **Clarifications**

In accordance with R2-7-C313, the State may request oral or written clarifications, including demonstrations or questions and answers, for the sole purpose of providing a greater understanding of the offer. Clarifications shall not otherwise afford the Offerors the opportunity to alter or make a material change in its offer.

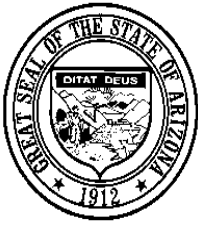
5.5 **Negotiations**

5.5-A As provided by A.R.S. § 41-2579, negotiations will be conducted with the highest qualified person or firm on the final list in accordance with the intended number of awards per region. The final list shall be created by the Selection Committee

Available online at: Procure.AZ.gov

Section Title: Instructions to Offerors

Section Date: June 19, 2017



Request for Qualifications

Solicitation No.
ADSP017-00007424

Description:
**Statewide Fire Alarm Job Order
Contracting**

Arizona Department of
Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

according to the ranking of firms based on the scoring of the evaluation criteria. If interviews are held, the final list shall be created by the Selection Committee according to the ranking of firms based on the scoring of the criteria from the interview process.

5.5-B Adjustment Factors

5.5-B-(01) The Construction Task Catalog® and Technical Specifications will be made available to those Offerors selected for negotiations. Invitations (date, time and place) will be distributed to the highest ranked Offerors on the final list per region for a **mandatory** negotiations kick-off meeting on **Monday July 10, 2017 at 10:00 AM (MST)** in Room 101 at the Arizona Department of Administration Building, 100 N. 15th Avenue, Phoenix, AZ 85007. Plan on arriving at least 15 minutes early to receive a temporary security badge. Check in at the Badging Office with photo identification. at after which Offerors will be given deadlines for submissions of their Adjustment Factors in ProcureAZ for each Region for which the Offeror may be awarded. Adjustment Factors shall include four (4) main categories for which an Offeror may be awarded:

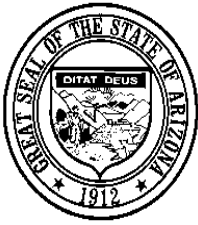
- (a) One Adjustment Factor for performing Work during Normal Working Hours for Owner funded projects;
- (b) One Adjustment Factor for performing Work during Other Than Normal Working Hours or All Working Hours at Secure Locations for Owner funded projects;
- (c) One Adjustment Factor for performing Work during Normal Working Hours for Federally funded projects;
- (d) One Adjustment Factor for performing work during Other Than Normal Working Hours or All Working Hours at Secure Locations for Federally funded projects.

5.5-B-(02) All Unit Prices listing in the Construction Task Catalog® are priced at the net value of 1.0000. The Adjustment Factors shall be an increase or decrease to all the Unit Prices listed in the Construction Task Catalog®. For example, 1.1000 would be a 10% increase to the Unit Prices and 0.9500 would be a 5% decrease to the Unit

Available online at: Procure.AZ.gov

Section Title: Instructions to Offerors

Section Date: June 19, 2017



Request for Qualifications

Solicitation No.
ADSP017-00007424

Description:
**Statewide Fire Alarm Job Order
Contracting**

Arizona Department of
Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

Prices.

- 5.5-B-(03) Within each category, the Other than Normal Working Hours Adjustment Factor must be equal to or greater than the Normal Working Hours Adjustment Factor.
- 5.5-B-(04) Secure Locations are defined as buildings and grounds (sites) that require specific security-related criteria where access to the work site or the site's daily operations negatively affects the Contractor's productivity on a daily basis. These include but are not limited to public access and operations security. Examples of such sites include but are not limited to those for the State Facilities at Sky Harbor Airport (Department of Emergency and Military Affairs), Arizona Department of Corrections and Arizona Department of Juvenile Corrections. These locations require the Contractor to follow stipulated requirements to perform work at the site, without exception.

5.5-C *If the state is unable to negotiate a satisfactory contract with the highest qualified person or firm on the final list, the negotiations will be terminated. Negotiations may be undertaken with the next most qualified person or firm on the final list in sequence until an agreement is reached or a determination is made to reject all persons or firms on the final list.*

5.6 Responsibility, Responsiveness, and Susceptibility

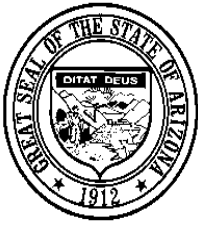
In accordance with A.R.S. 41-2579, A.A.C. R2-7-C311, A.A.C. R2-7-C312, and R2-7-C316, the State shall consider, at a minimum, the following criteria when determining Offeror's responsibility, as well, as the Statement of Qualification's responsiveness and susceptibility for contract award.

- (1) Whether the Offeror has had a contract within the last five (5) years that was terminated for cause due to breach or similar failure to comply with the terms of the contract;
- (2) Whether the Offeror's record of performance includes factual evidence of failure to satisfy the terms of the Offeror's agreements with any party to a contract. Factual evidence may consist of documented vendor performance reports, customer complaints and/or negative references;
- (3) Whether the Offeror is legally qualified to contract with the State and the Offeror's financial, business, personnel, or other resources, including subcontractors; This includes if the vendor or key personnel have been debarred, suspended or otherwise

Available online at: Procure.AZ.gov

Section Title: Instructions to Offerors

Section Date: June 19, 2017



Request for Qualifications

Solicitation No.
ADSP017-00007424

Description:
**Statewide Fire Alarm Job Order
Contracting**

Arizona Department of
Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body;

- (4) Whether the Offeror promptly supplied all requested information concerning its responsibility;
- (5) Whether the Offer was sufficient to permit evaluation by the State, in accordance with the evaluation criteria identified in this Solicitation or other necessary offer components. Necessary offer components include: attachments, documents or forms to be submitted with the offer, an indication of the intent to be bound, reasonable or acceptable approach to perform the Scope of Work, acknowledged Solicitation Amendments, references to include experience verification, adequacy of financial/business/personal or other resources to include a performance bond and stability including subcontractors and any other data specifically requested in the Solicitation;
- (6) Whether the Offer was in conformance with the requirements contained in the Scope of Work, Terms and Conditions, and Instructions for the Solicitation including its Amendments and all documents incorporated by reference;
- (7) Whether the Offer limits the rights of the State;
- (8) Whether the Offer includes or is subject to unreasonable conditions, to include conditions upon the State necessary for successful Contract performance. The State shall be the sole determiner as to the reasonableness of a condition;
- (9) Whether the Offer materially changes the contents set forth in the Solicitation, which includes the Scope of Work, Terms and Conditions, or Instructions; and,
- (10) Whether the Offeror provides misleading or inaccurate information.

5.7 Financial Stability

The Offeror must be financially stable and able to substantiate the financial stability of its company. Offeror shall have adequate financial resources, including ability to secure materials and labor necessary for completion of the Work and other work in hand, within the anticipated contract times, and reflecting the anticipated retainage from progress payments. The State reserves the right to request additional documentation from the Offeror and to request reports on financial stability from independent financial rating services. **The State reserves the right to reject any offer which does not demonstrate financial stability sufficient for the scope of this contract award.**

At the time of the qualifications submission, Offeror shall upload as an "Attachment" in

Available online at: Procure.AZ.gov

Section Title: Instructions to Offerors

Section Date: June 19, 2017

	<h2>Request for Qualifications</h2> <p>Solicitation No. ADSP017-00007424</p> <p>Description: Statewide Fire Alarm Job Order Contracting</p>	<p>Arizona Department of Administration State Procurement Office 100 N 15th Ave., Suite 402 Phoenix, AZ 85007</p>
--	---	---

ProcureAZ the past three (3) years current financial statements. **The entire Attachment 3-D documentation shall be submitted as a separate “Attachment” in Procure AZ and titled as “Financial” along with your company name and marked confidential.**

6.0 AWARD

6.1 Best Advantage to State

The State may enter into up to one hundred eighty-two (182) contracts with the highest qualified persons or firms on the final list (up to six (6) Mechanical, six (6) Electrical, six (6) Plumbing, four (4) Fire Alarm, and four (4) Roofing Contractors in each of the seven (7) regions) for this Request for Qualifications. An Offeror may be awarded one (1) or more regions.

6.2 Contract Document Consolidation

At its sole option, following any contract award, the State may consolidate the resulting contract documents. Examples of such consolidation include (i) reorganizing solicitation documents and those components of the Contractor’s offer not pertaining to the contract’s operation; or (ii) excluding any components of the Contractor’s offer that were not awarded (for example if a contractor was not awarded a particular region they submitted on). Contract consolidation shall not materially change the Contract.

6.3 Notice to Proceed

Contractors shall commence with the performance of the Contract upon receipt of a notice to proceed issued by the Procurement Officer or other authorized representatives as set forth in the Contract. Prior to receiving this notice, Contractors shall not commence any billable activities in the performance of the Contract.

6.4 Evidence of Insurance Coverage

Prior to commencing services under any awarded Contract, successful Contractor(s) shall provide and maintain during the entire term of an awarded Contract, a certificate of insurance indicating the coverages stated in the Special Terms and Conditions of this solicitation.

7.0 SOLICITATION OR AWARD PROTESTS

Refer to Uniform Instructions to Offerors

8.0 COMMENTS WELCOME

Refer to Uniform Instructions to Offerors

End of Special Instructions to Offerors

Available online at: Procure.AZ.gov

Section Title: Instructions to Offerors

Section Date: June 19, 2017



Request for Qualifications

Solicitation No.
ADSP017-00007424

Description:
**Statewide Fire Alarm Job Order
Contracting**

Arizona Department of
Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

PART 2- UNIFORM INSTRUCTIONS TO OFFERORS

1.0 DEFINITION OF TERMS:

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

1.1 Attachment

“Attachment” means any item the Solicitation requires an Offeror to submit as part of the Offer.

1.2 Best and Final Offer

“Best and Final Offer” means a revision to an Offer submitted after negotiations are completed that contains the Offeror’s most favorable terms for price, service, and products to be delivered. Sometimes referred to as a Final Revision.

1.3 Contract

“Contract” means the combination of the Solicitation, including the Uniform and Special Terms and Conditions, the Construction Task Catalog®, Technical Specifications, JOC Operating Manual, Statement or Scope of Work; the Offer, any Clarifications, and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.

1.4 Contract Amendment

“Contract Amendment” means a written document signed by the Procurement Officer issued for the purpose of making changes in the Contract.

1.5 Contractor

“Contractor” means any person who has a Contract with a state governmental unit.

1.6 Day

“Day” means calendar days unless otherwise specified.

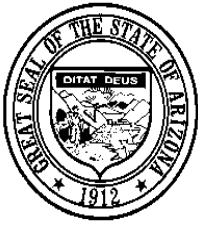
1.7 E-Procurement

“eProcurement (Electronic Procurement)” means conducting all or some of the procurement function over the Internet. Point, click, buy, and ship Internet technology is replacing paper-based procurement and supply management business processes. Elements of eProcurement also include Request for Qualifications, Request for Proposals, and Request for Quotations.

Available online at: Procure.AZ.gov

Section Title: Instructions to Offerors

Section Date: June 19, 2017



Request for Qualifications

Solicitation No.
ADSP017-00007424

Description:
**Statewide Fire Alarm Job Order
Contracting**

Arizona Department of
Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

1.8 Exhibit

“Exhibit” means any document or object labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.

1.9 Offer

“Offer” means a response to a Solicitation.

1.10 Offeror

“Offeror” means a person who responds to a Solicitation.

1.11 Person

“Person” means any corporation, business, individual, union, committee, club, or other organization or group of individuals.

1.12 Procurement Officer

“Procurement Officer” means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.

1.13 Solicitation

“Solicitation” means a Request for Proposals (“IFB”), a Request for Technical Offers, a Request for Proposals (“RFP”), a Request for Quotations (“RFQ”), or any other invitation or request issued by the purchasing agency to invite a person to submit an offer.

1.14 Solicitation Amendment

“Solicitation Amendment” means a change to the Solicitation issued by the Procurement Officer.

1.15 Subcontract

“Subcontract” means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

1.16 State

“State” means the State of Arizona and Department or Agency of the State that executes the Contract.

Available online at: Procure.AZ.gov

Section Title: Instructions to Offerors

Section Date: June 19, 2017

	<p>Request for Qualifications</p> <p>Solicitation No. ADSP017-00007424</p> <p>Description: Statewide Fire Alarm Job Order Contracting</p>	<p>Arizona Department of Administration State Procurement Office 100 N 15th Ave., Suite 402 Phoenix, AZ 85007</p>
--	--	---

2.0 SOLICITATION INQUIRIES

2.1 Duty to Examine

It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing (inquiries), and examine its Offer for accuracy before submitting an Offer. Lack of care in preparing an Offer shall not be grounds for modifying or withdrawing the Offer after the Offer due date and time.

2.2 Solicitation Contact Person

Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Procurement Officer.

2.3 Submission of Inquiries

All inquiries related to the Solicitation are required to be submitted in the State's eProcurement system. All responses to inquiries will be answered in the State's eProcurement system. Any inquiry related to the Solicitation should reference the appropriate solicitation page and paragraph number. Offerors are prohibited from contacting any state employee other than the Procurement Officer concerning the procurement while the solicitation and evaluation are in process.

2.4 Timeliness

Any inquiry or exception to the Solicitation shall be submitted as soon as possible and should be submitted at least seven days before the Offer due date and time for review and determination by the State. Failure to do so may result in the inquiry not being considered for a Solicitation Amendment.

2.5 No Right to Rely on Verbal or Electronic Mail Responses

An Offeror shall not rely on verbal or electronic mail responses to inquiries. A verbal or electronic mail reply to an inquiry does not constitute a modification of the solicitation.

2.6 Solicitation Amendments

The Solicitation shall only be modified by a Solicitation Amendment.

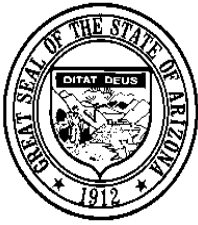
2.7 Pre-Offer Conference

If a pre-Offer conference has been scheduled under the Solicitation, the date, time and location shall appear in the State's eProcurement system. Offerors should raise any questions about the Solicitation at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that

Available online at: Procure.AZ.gov

Section Title: Instructions to Offerors

Section Date: June 19, 2017



Request for Qualifications

Solicitation No.
ADSP017-00007424

Description:
**Statewide Fire Alarm Job Order
Contracting**

Arizona Department of
Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

result in changes to the Solicitation shall be answered solely through a Solicitation Amendment.

2.8 Persons with Disabilities

Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Procurement Officer. Requests shall be made as early as possible to allow time to arrange the accommodation.

3.0 OFFER PREPARATION

3.1 Electronic Documents

The Solicitation is provided in an electronic format. Offerors are responsible for clearly identifying any and all changes or modifications to any Solicitation documents upon submission to the State's eProcurement system. Any unidentified alteration or modification to any Solicitation, attachments, exhibits, forms, charts, or illustrations contained herein shall be null and void. Offeror's electronic files shall be submitted in a format acceptable to the State. Acceptable formats include .doc and .docx (Microsoft Word), .xls and .xlsx (Microsoft Excel), .ppt and .pptx (Microsoft PowerPoint) and .pdf (Adobe Acrobat). Offerors wishing to submit files in any other format shall submit an inquiry to the Procurement Officer.

3.2 Evidence of Intent to be bound

The Offer and Acceptance form within the Solicitation shall be submitted with the Offer in the State's eProcurement system and shall include a signature by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate, and complete. Failure to submit verifiable evidence of intent to be bound, such as a signature, shall result in rejection of the Offer.

3.3 Exceptions to RFQ Documents

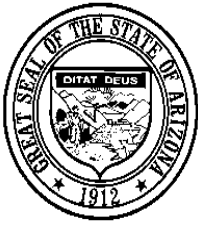
3.3-A Exceptions to the Terms and Conditions.

All exceptions included with the Offer shall be submitted in the State's eProcurement system in a clearly identified separate section of the Offer in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically accepted by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered by the State as a part of any resulting Contract.

Available online at: Procure.AZ.gov

Section Title: Instructions to Offerors

Section Date: June 19, 2017



Request for Qualifications

Solicitation No.
ADSP017-00007424

Description:
**Statewide Fire Alarm Job Order
Contracting**

Arizona Department of
Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

3.3-B Exceptions To Other Solicitation Documents

An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.

3.3-C Exceptions Affect Evaluation

All exceptions that are contained in the Offer may negatively impact an Offeror's susceptibility for award. An Offer that takes exception to any material requirement of the solicitation may be rejected.

3.4 Subcontracts

Offeror shall submit Subcontractor Selection plan.

3.5 Cost of Offer Preparation

The State will not reimburse any Offeror the cost of responding to a Solicitation.

3.6 Federal Excise Tax

The State is exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be provided by the State.

3.7 Provision of Tax Identification Numbers

Offerors are required to provide their Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number in the space provided on the Offer and Acceptance form.

3.8 Employee Identification

Offeror agrees to provide an employee identification number or social security number to the State for the purposes of reporting to appropriate taxing authorities, monies paid by the State under this Contract. If the federal identifier of the Offeror is a social security number, this number is being requested solely for tax reporting purposes and will be shared only with appropriate state and federal officials. This submission is mandatory under 26 U.S.C. § 6041A.

3.9 Identification of Taxes in Offer

The State is subject to all applicable state and local transaction privilege taxes. All applicable taxes shall be identified as a separate item offered in the Solicitation. When applicable, the tax rate and amount shall be identified on the price sheet.

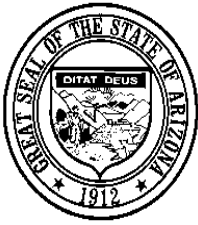
3.10 Disclosure

If the person submitting this Offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved

Available online at: Procure.AZ.gov

Section Title: Instructions to Offerors

Section Date: June 19, 2017



Request for Qualifications

Solicitation No.
ADSP017-00007424

Description:
**Statewide Fire Alarm Job Order
Contracting**

Arizona Department of
Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

as a subcontractor with any federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall set forth the name and address of the governmental unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.

3.11 Delivery

Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all freight, delivery and unloading at the destination(s).

3.12 Federal Immigration and Nationality Act

By signing of the Offer, the Offeror warrants that both it and all proposed subcontractors are in compliance with federal immigration laws and regulations (FINA) relating to the immigration status of their employees. The State may, at its sole discretion require evidence of compliance during the evaluation process. Should the State request evidence of compliance, the Offeror shall have five days from receipt of the request to supply adequate information. Failure to comply with this instruction or failure to supply requested information within the timeframe specified shall result in the Offer not being considered for contract award.

3.13 Offshore Performance of Secure or Sensitive Work Prohibited

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

4.0 SUBMISSION OF OFFER

4.1 Offer Submission, Due Date and Time

Offerors responding to a Solicitation must submit the Offer electronically through the State's eProcurement system. Offers shall be received before the due date and time stated in the solicitation. Offers submitted outside of the State's eProcurement system or those that are received after the due date and time shall be rejected.

Available online at: Procure.AZ.gov

Section Title: Instructions to Offerors

Section Date: June 19, 2017



Request for Qualifications

Solicitation No.
ADSP017-00007424

Description:
**Statewide Fire Alarm Job Order
Contracting**

Arizona Department of
Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

4.2 Offer and Acceptance

Offers shall include a signed Offer and Acceptance form. The Offer and Acceptance form shall be signed with a signature by the person authorized to sign the Offer, and shall be submitted in the State's eProcurement system with the Offer no later than the Solicitation due date and time. Failure to return an Offer and Acceptance form may result in rejection of the Offer.

4.3 Solicitation Amendments

A Solicitation Amendment shall be acknowledged in the State's eProcurement system no later than the Offer due date and time. Failure to acknowledge a Solicitation Amendment may result in rejection of the Offer.

4.4 Offer Amendment or Withdrawal

An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.

4.5 Confidential Information

If an Offeror believes that any portion of an Offer, protest, or correspondence contains a trade secret or other proprietary information, the Offeror shall clearly designate the trade secret and other proprietary information, using the term "confidential." An Offeror shall provide a statement detailing the reasons why the information should not be disclosed including the specific harm or prejudice that may arise upon disclosure. The Procurement Officer shall review all requests for confidentiality and provide a written determination. Until a written determination is made, a Procurement Officer shall not disclose information designated as confidential except to those individuals deemed to have a legitimate State interest. In the event the Procurement Officer denies the request for confidentiality, the Offeror may appeal the determination to the State Procurement Administrator within the time specified in the written determination. Contract terms and conditions, pricing, and information generally available to the public are not considered confidential information.

4.6 Public Record

All Offers submitted and opened are public records and must be retained by the State for six years. Offers shall be open and available to public inspection through the State's eProcurement system after Contract award, except for such Offers deemed to be confidential by the State.

4.7 Non-collusion, Employment, and Services

By signing the Offer and Acceptance form or other official contract form, the Offeror certifies that:

Available online at: Procure.AZ.gov

Section Title: Instructions to Offerors

Section Date: June 19, 2017



Request for Qualifications

Solicitation No.
ADSP017-00007424

Description:
**Statewide Fire Alarm Job Order
Contracting**

Arizona Department of
Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

- (1) The Offeror did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and
- (2) The Offeror does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with an applicable federal, state, and local laws and executive orders regarding employment.

5.0 EVALUATION

5.1 Unit Price Prevails

In the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.

5.2 Taxes

If the products and/or services specified require transaction privilege or use taxes, they shall be described and itemized separately on the Offer. Arizona transaction privilege and use taxes shall not be considered for evaluation.

5.3 Prompt Payment Discount

Prompt payment discounts of thirty (30) days or more set forth in an Offer shall be deducted from the Offer for the purpose of evaluating that price.

5.4 Late Offers

An Offer submitted after the exact Offer due date and time shall be rejected.

5.5 Disqualifications

An Offeror (including each of its principals) who is currently debarred, suspended, or otherwise lawfully prohibited from any public procurement activity shall have its Offer rejected.

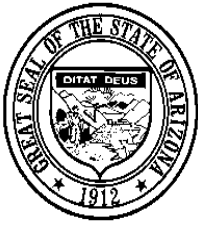
5.6 Offer Acceptance Period

An Offeror submitting an Offer under the Solicitation shall hold its Offer open for the number of days from the Offer due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for Offer acceptance, the number of days shall be one hundred twenty (120). If a Best and Final Offer is requested pursuant to a Request for Proposals, an Offeror shall hold its Offer open for one hundred twenty (120) days from the Best and Final Offer due date.

Available online at: Procure.AZ.gov

Section Title: Instructions to Offerors

Section Date: June 19, 2017



Request for Qualifications

Solicitation No.
ADSP017-00007424

Description:
**Statewide Fire Alarm Job Order
Contracting**

Arizona Department of
Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

5.7 Waiver and Rejection Rights

Notwithstanding any other provision of the Solicitation, the State reserves the right to:

- (1) Waive any minor informality;
- (2) Reject any and all Offers or portions thereof; or
- (3) Cancel the Solicitation.

6.0 AWARD

6.1 Number of Types of Awards

The State reserves the right to make multiple awards or to award a Contract by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, or regional awards, whichever is most advantageous to the State.

6.2 Contract Inception

An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the Procurement Officer's signature on the Offer and Acceptance form. A notice of award or of the intent to award shall not constitute acceptance of the Offer.

6.3 Effective Date

The effective date of the Contract shall be the date that the Procurement Officer signs the Offer and Acceptance form or other official contract form, unless another date is specifically stated in the Contract.

7.0 SOLICITATION OR AWARD PROTESTS

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

- (1) The name, address, email address and telephone number of the interested party;
- (2) The signature of the interested party or its representative;
- (3) Identification of the purchasing agency and the Solicitation or Contract number;

Available online at: Procure.AZ.gov

Section Title: Instructions to Offerors

Section Date: June 19, 2017



Request for Qualifications

Solicitation No.
ADSP017-00007424

Description:
**Statewide Fire Alarm Job Order
Contracting**

Arizona Department of
Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

- (4) A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
- (5) The form of relief requested.

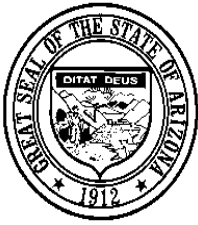
8.0 COMMENTS WELCOME

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

End of Uniform Instructions to Offerors

Available online at: Procure.AZ.gov

Section Title: Instructions to Offerors
Section Date: June 19, 2017



Request for Qualifications

Solicitation No.
ADSP017-00007424

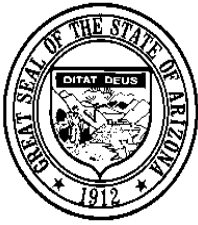
Description:
Statewide Fire Alarm Job Order Contracting

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

PART 3 – SPECIAL TERMS AND CONDITIONS

The Special Terms and Conditions modify the Uniform Terms and Conditions and its Appendices. It can modify them by replacing, deleting, appending to, or revising the text of an existing provision or by inserting a new paragraph into an existing article. No other document modifies or adds to the Uniform Terms and Conditions, except as may subsequently be otherwise and expressly agreed and incorporated by Contract Amendment.

1.0 Definition of Terms	
-Contract terms are also defined in Solicitation PART 7 – Operating Manual for Vertical Job Order Contracting -IF used in the Contract, the terms listed below are defined as follows:	
1.1 Acceptance	“Acceptance” means the document headed “Offer and Acceptance Form” bearing the State contract number once Procurement Officer has signed it to signify (1) State’s formal acceptance of the Accepted Offer and (2) the formation of the Contract. For clarity of intent, the foregoing is not to be confused with the term “acceptance” used throughout the Contract in the context of delivery, inspection, etc., with respect to Materials or Services.
1.2 Accepted Offer	If State did not request a Revised Offer, then “Accepted Offer” means the Initial Offer. If State did request a Revised Offer but not a Best and Final Offer, then “Accepted Offer” means the latest Revised Offer. If State requested a Best and Final Offer, then “Accepted Offer” means the Best and Final Offer.
1.3 Arizona Procurement Code; A.R.S.; A.A.C.	“Arizona Procurement Code, “A.R.S.,” and “A.A.C.” are each defined in the <u>Instructions to Offerors</u> .
1.4 Arizona TPT	“Arizona TPT” means Arizona Transaction Privilege Tax. For information, refer to the Arizona Department of Revenue (DOR) website at: https://www.azdor.gov/business/transactionprivilegetax.aspx .
1.5 Attachment	“Attachment” means any item that: <ul style="list-style-type: none"> 1. the Solicitation required Offeror to submit as part of the relevant Offer (e.g., Initial Offer, Revised Offer, or BAFO); 2. was attached to an Offer when submitted; and 3. was included in the Accepted Offer.



Request for Qualifications

Solicitation No.
ADSP017-00007424

Description:
Statewide Fire Alarm Job Order Contracting

Arizona Department of
Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

1.6 Pricing Document	"Pricing Document" is to be construed as referring to whatever item in the Contract contains the contracted pricing and payment provisions.
1.7 Contract Amendment	"Contract Amendment" means a document signed by Procurement Officer that has been issued for the purpose of making changes to the Contract after execution. The term "Change Order" in ProcureAZ is to be construed as being synonymous with "Contract Amendment".
1.8 Contract Terms and Conditions	"Contract Terms and Conditions" means the <u>Special Terms and Conditions</u> and these Uniform Terms and Conditions taken collectively.
1.9 Contractor	"Contractor" means the Person identified on the Accepted Offer who has entered into the Contract with State.
1.10 Contractor Indemnitor	"Contractor Indemnitor" means Contractor or any of its owners, officers, directors, agents, employees, or Subcontractors.
1.11 Co-Op Buyer	<p>"Co-Op Buyer" means a member of the State Purchasing Cooperative that has entered into a "Cooperative Purchasing Agreement" with the Arizona Department of Administration State Procurement Office under A.R.S. § 41-2632. Unless there is an applicable Cooperative Purchasing Agreement in effect at the time, a State Purchasing Cooperative member cannot be a Co-Op Buyer. For reference, "Co-Op Buyer" is to be construed as encompassing "eligible procurement unit" under A.A.C. R2-7-101(23).</p> <p>NOTE: Membership in the State Purchasing Cooperative is open to all Arizona political subdivisions, including cities, counties, school districts, and special districts. Membership is also available to non-profit organizations, other state governments, the federal government and tribal nations. For reference, "non-profit organizations" are defined in A.R.S. § 41-2631(4) as any nonprofit corporation as designated by the IRS under section 501(c)(3) through 501(c)(6) of the tax code.</p>
1.12 Eligible Agency	If the <u>Special Terms and Conditions</u> indicates that the Contract is a "single-agency" contract, then "Eligible Agency" means the particular State of Arizona agency, university, commission, or board identified therein. If the Special Terms and Conditions indicates that the Contract is a "statewide" contract, then "Eligible Agency" means any State of Arizona department, agency, university, commission, or board.
1.13 Indemnified Basic Claims	"Indemnified Basic Claims" means any and all claims, actions, liabilities, damages, losses, or expenses, including court costs, attorneys' fees, and costs of claim processing, investigation and litigation, for bodily injury or personal injury, including death, or loss or damage to any real or tangible or intangible personal property, collectively. See paragraph 6.3 Basic Indemnification.
1.14 Instructions to Offerors	"Instructions to Offerors" is direction provided to Offeror



Request for Qualifications

Solicitation No.
ADSP017-00007424

Description:
Statewide Fire Alarm Job Order Contracting

Arizona Department of
Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

1.15 Order	<p>“Order” means the instrument by which State authorizes Contractor to perform some or all of the Work. Whether the Contract will have one Order or many Orders depends the scope of the Contract and how State will use it. The <u>Special Terms and Conditions</u> provide that information. Any of the following is to be construed as being an “Order”:</p> <ol style="list-style-type: none"> 1. “Release” or “Release Purchase Order” in ProcureAZ; 2. “task order”, “service order,” or “job order” when a Release Purchase Order for Services has already been committed in ProcureAZ; or 3. “purchase order” for buying by Co-Op Buyers, if co-op buying applies.
1.16 ProcureAZ	<p>“ProcureAZ” means State’s official electronic procurement system, established pursuant to A.A.C. R2-7-201 as set forth in the Arizona Department of Administration State Procurement Office policy document <i>Technical Bulletin No. 020, ProcureAZ – The Official State eProcurement System</i>.</p> <p>NOTE (1): Technical Bulletin No. 020 is available online at: https://spo.az.gov/administration-policy/state-procurement-resource/procurement-regulations</p> <p>NOTE (2): The URL for ProcureAZ itself is: https://procure.az.gov/</p>
1.17 Secure Locations	<p>Secure Locations are defined as buildings and grounds (sites) that require specific security-related criteria. These include but are not limited to public access and operations security. These locations require the Contractor to follow stipulated requirements to perform work at the site, without exception. Examples of such sites include but are not limited to those for the Arizona Department of Corrections and Arizona Department of Juvenile Corrections.</p>
1.18 State	<p>With respect to the Contract generally, “State” means the State of Arizona and its department, agency, university, commission, or board that has executed the Contract. With respect to administration or rights, remedies, obligations and duties under the Contract for a given Order, “State” means each of Eligible Agency or Co-Op Buyer who has issued the Order.</p>
1.19 State Indemnitees	<p>“State Indemnitees” means, collectively, the State of Arizona, its departments, agencies, universities, commissions, and boards and, and their respective officers, agents, and employees.</p>
1.20 Subcontractor	<p>“Subcontractor” has the meaning given in A.R.S. § 41-2503(38), which, for convenience of reference only, is “... a person who contracts to perform work or render service to ... [C]ontractor or to another [S]ubcontractor as a part of a contract with a state governmental</p>



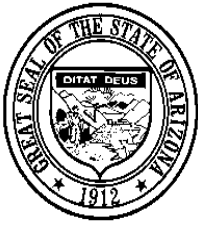
Request for Qualifications

Solicitation No.
ADSP017-00007424

Description:
Statewide Fire Alarm Job Order Contracting

Arizona Department of
Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

	<p>unit. "The Contract is to be construed as "a contract with a state governmental unit" for purposes of the definition. For clarity of intent, a Person carrying out any element of the Work is a Subcontractor from the moment they first carry out that element of the Work regardless of whether or not a Subcontract exists then or subsequently.</p>
<p>1.21 Work</p>	<p>"Work" means the totality of the Materials and the Services and all the acts of administration, creation, production, and performance necessary to fulfill and incidental to fulfilling all of Contractor's obligations and duties under the Contract in conformance with the Contract and applicable laws.</p>
<p>2.0 Contract Interpretation</p>	
<p>2.1 Usage</p>	<p>Where the Contract:</p> <ul style="list-style-type: none"> 2.1 assigns obligations to Contractor, any reference to "Contractor" is to be construed to be a reference to "Contractor and all Subcontractors, whether they are first-tier subcontractors, sub-subcontractors, suppliers, sub-suppliers, consultants, or sub-consultants, as well as all of Contractor's and the Subcontractors' respective agents, representatives, and employees" in every instance unless the context plainly requires that it is be a reference only to Contractor as apart from Subcontractors; 2.2 uses the permissive "may" with respect to a party's actions, determinations, etc., the term is to be interpreted as in A.A.C. R2-7-101(31) [Definitions]. For clarity of intent, any right given to State using "State may" or a like construction denotes discretion and freedom to act so far as any regulatory or operative constraints permit in the relevant circumstances, provided that: (a) where written "may, at its discretion," the discretion extends to whatever is most advantageous to State; and (b) where written only as "may," the discretion is constrained by what is fair, reasonable, and as accommodating of the respective best interests of both parties as practicable under the circumstances; 2.3 uses the imperative "shall" with respect to a party's actions, duties, etc., the term is to be interpreted as in A.A.C. R2-7-101(43) [Definitions]. Conversely, the phrase "shall not" is to be interpreted as an imperative prohibition. 2.4 uses the term "must" with respect to a requirement, criterion, etc., the term is to be interpreted as conveying compulsion or strict necessity, and is to be read as though written "must, if [the subject] is to be entitled to have [the object] considered or credited as being compliant with, conforming to, or satisfying [the requirement, criterion, constraint, etc.], otherwise, [the object] will be considered or debited as being non-compliant, non-conforming, or unsatisfactory for its Contract-related purposes" in every instance;



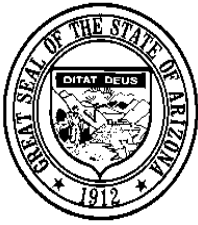
Request for Qualifications

Solicitation No.
ADSP017-00007424

Description:
Statewide Fire Alarm Job Order Contracting

Arizona Department of
Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

	<p>2.5 uses the term “might” with respect to an event, outcome, action, etc., the term is to be interpreted as conveying contingency or non-discretionary conditionality; and</p> <p>2.6 uses the term “will” or the phrases “is to be” or “are to be” with respect to an event, outcome, action, etc., the term or phrase is to be interpreted as conveying such certainty or imperativeness that “shall” is either unnecessary or irrelevant in that instance.</p>
<p>2.2 Contract Order of Precedence</p>	<p>COMPLEMENTARY DOCUMENTS. All of the documents forming the Contract are complementary. If certain work, requirements, obligations, or duties are set out only in one but not in another, Contractor shall carry out the Work as though the relevant work, requirements, obligations, or duties had been fully described in all, consistent with the other documents forming the Contract and as is reasonably inferable from them as being necessary to produce complete results.</p> <p>CONFLICTS. In case of any inconsistency, conflict, or ambiguity among the documents forming the Contract and their provisions, they are to prevail in the following order, descending from most dominate to most subordinate, provided that, among categories of documents or provisions having the same rank, the document or provision with the latest date prevails. Information being identified in one document but not in another is not to be considered a conflict or inconsistency.</p> <ul style="list-style-type: none"> (a) Contract Amendments; (b) the Solicitation Documents, in the order: <ul style="list-style-type: none"> (1) Special Terms and Conditions; (2) Job Order Contracting Manual; (3) Exhibits to the Special Terms and Conditions; (4) Uniform Terms and Conditions; (5) Job Orders (including Detailed Scopes of Work and Job Order Proposals); (6) Construction Task Catalog[®] (7) Technical Specifications (8) Scope of Work; (9) Exhibits to the Scope of Work; (10) Pricing Document; (11) Exhibits to the Pricing Document; (12) any other documents referenced or included in the Solicitation; (c) Supplemental to the Job Order, in reverse chronological order; and



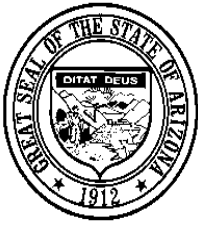
Request for Qualifications

Solicitation No.
ADSP017-00007424

Description:
Statewide Fire Alarm Job Order Contracting

Arizona Department of
Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

	<p>(d) Accepted Offer.</p> <p>ATTACHMENTS AND EXHIBITS. For clarity of intent, if an item was an Attachment in the Solicitation Documents or an Offer (either Initial, Revised, Best and Final, or Accepted) and was subsequently made into an Exhibit, or its content was incorporated into one of the other Contract documents, then that Attachment no longer exists contractually as an "Attachment" since it has at that point been made into some other Contract document. In every other case, an Attachment and the Offeror data therein remain part of the Accepted Offer for purposes of precedence and contractual effect.</p>
2.3 Independent Contractor	Contractor is an independent contractor and shall act in an independent capacity in performance under the Contract. Neither party is or is to be construed as being to be the employee or agent of the other party, and no action, inaction, event, or circumstance will be grounds for deeming it to be so.
2.4 Complete Integration	The Contract, including any documents incorporated into the Contract by reference, is intended by the parties as a final and complete expression of their agreement. There are no prior, contemporaneous, or additional agreements, either oral or in writing, pertaining to the Contract.
2.5 Eligible Agencies	This contract shall be for mandatory use of all State of Arizona Departments, agencies, commissions, and boards for jobs under the Scope of Work greater than \$100,000 and less than \$1,000,000. It shall be for the permissive use of all State of Arizona Departments, agencies, commissions and boards for construction jobs less than \$100,000. In addition, eligible universities, political subdivisions, and nonprofit educational or public health institutions may participate at their discretion and up to their authorized dollar thresholds for Job Order Contracting, if any. In order to participate in this contract, a university, political subdivision, or nonprofit educational or public health institution shall have entered into a Cooperative Purchasing Agreement with the Arizona Department of Administration, State Procurement Office as required by A.R.S. 41-2632.
3.0 Contract Administration and Operation	
3.1 Term of Contract	<p>The term of the Contract will commence on the date indicated on the Acceptance Offer and end upon date, no more than (1) one year from date of Acceptance. There are (4) four bilateral option periods. The term of each option period is one (1) year. Both parties must agree to extend the Contract for an option period.</p> <p>All Job Orders issued during the term of this Contract shall be valid and in effect notwithstanding that the Detailed Scope of Work may be performed, payments may be made, and the guarantee period may continue, after such period has expired. All terms and conditions of the Contract apply to each Job Order.</p>



Request for Qualifications

Solicitation No.
ADSP017-00007424

Description:
Statewide Fire Alarm Job Order Contracting

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

<p>3.2 Notices and Correspondence</p>	<p>3.2.1 TO CONTRACTOR. State shall:</p> <ul style="list-style-type: none"> (a) address all Contract correspondence other than formal notices to the email address indicated as “Default for Type” for “General Mailing Address” in Contractor’s corresponding ProcureAZ Vendor Profile; and (b) address any required notices to Contractor to the “Contact Name and Title” at the “Mailing Address” indicated on the Accepted Offer, as that address might have been amended during the term of the Contract. <p>3.2.2 TO STATE. Contractor shall:</p> <ul style="list-style-type: none"> (a) address all Contract correspondence other than format notices to the email address indicated in “Contact Instructions” in the ProcureAZ Summary for State; and (b) address any required notices to State to Procurement Officer identified as “Purchaser” in the ProcureAZ Summary at the following mailing address: Arizona Department of Administration State Procurement Office 100 N 15th Ave., Suite 201 Phoenix, AZ 85007 <p>3.2.3 CHANGES. State may change the designated Procurement Officer, update contact information, or change the applicable mailing address by Contract Amendment.</p>
<p>3.3 Signing of Contract Amendments</p>	<p>Contractor’s counter-signature – or “approval” in ProcureAZ, in the case of a Change Order or Supplemental Job Order – is not required to give effect if the Contract Amendment only covers either:</p> <ul style="list-style-type: none"> 1. extension of the term of the Contract within the maximum aggregate term; 2. revision to Procurement Officer appointment or contact information; or 3. modifications of a clerical nature that have no effect on terms, conditions, price, scope, or other material aspect of the Contract. <p>In every case other than those listed in (1), (2), and (3) above, both parties’ signature – or “approval” in ProcureAZ, in the case of a Change Order or Supplemental – are required to give it effect.</p>
<p>3.4 Click-Through Terms and Conditions</p>	<p>If either party uses a web based ordering system, an electronic purchase order system, an electronic order acknowledgement, a form of an electronic acceptance, or any software based ordering system with respect to the Contract (each an “Electronic Ordering System”), the parties acknowledge and agree that an Electronic Ordering System is for ease of administration only, and Contractor is hereby given notice that the persons using Electronic Ordering Systems on behalf of State do not have any actual or apparent authority to create</p>



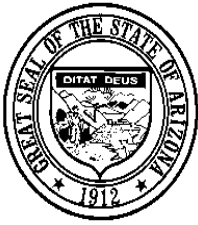
Request for Qualifications

Solicitation No.
ADSP017-00007424

Description:
Statewide Fire Alarm Job Order Contracting

Arizona Department of
Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

	legally binding obligations that vary from the terms and conditions of the Contract. Accordingly, where an authorized State user is required to “click through” or otherwise accept or be made subject to any terms and conditions in using an Electronic Ordering Systems, any such terms and conditions are deemed void upon presentation. Additionally, where an authorized State user is required to accept or be made subject to any terms and conditions in accessing or employing any Materials or Services, those terms and conditions will also be void.
3.5 Books and Records	<p>3.5.1 RETAIN RECORDS. By A.R.S. § 41-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records relating for any cost and pricing data submitted in satisfaction of § 41-2543 for the period specified in the statute.</p> <p>3.5.2 RIGHT TO AUDIT. The retained books and records are subject to audit by State during that period. By A.R.S. § 41-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records relating to performance under the Contract for the period specified in the statute and those retained books and records are subject to audit by State during that period.</p> <p>3.5.3 AUDITING. Contractor or Subcontractor shall either make all such books and records under subparagraphs 3.6.1 and 3.6.2 available to State at all reasonable times or produce the records at a designated State office on State’s demand, the choice of which being at State’s discretion. For the purpose of this paragraph, “reasonable times” are during normal business hours and in such a manner so as to not unreasonably interfere with normal business activities.</p>
3.6 Contractor Licenses	Contractor shall maintain current all federal, state and local licenses and permits required for the operation of its business in general, for its operations under the Contract, and for the Work itself. The specialty licensing requirements for any resultant contract in accordance with the Arizona Registrar of Contractors may include CR-11, CR-16, and CR-67.
3.7 Inspection and Testing	Refer to Uniform Terms and Conditions
3.8 Ownership of Intellectual Property	Refer to Uniform Terms and Conditions



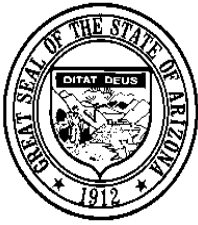
Request for Qualifications

Solicitation No.
ADSP017-00007424

Description:
Statewide Fire Alarm Job Order Contracting

Arizona Department of
Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

<p>3.9 Subcontracts</p>	<p>3.9.1 SELECTION PLAN. In implementing the selection of subcontractors, the person or firm selected to perform the construction services shall use the subcontractor selection plan proposed by the selected person or firm in submitting its qualifications with those modifications to the procedures as the state and the selected person or firm agree.</p> <p>3.9.2 SUBCONTRACTOR CHANGES. Contractor shall not change a Subcontractor without first obtaining Owner's written consent that (a) was not listed at time of Contract execution. Contractor shall submit a written request sufficiently in advance so that performance under the Contract is not impaired.</p> <p>3.9.3 FLOW-DOWN. Contractor shall incorporate the provisions, terms, and conditions of the Contract into every Subcontract by inclusion or by reference, as appropriate. When making any post-execution consent requests, Contractor shall include its warrant that it will do the same for the pending Subcontracts covered by the request. Entering into Subcontracts will not relieve Contractor of any of its obligations or duties under the Contract, including, among other things, the duty to supervise and coordinate the work of Subcontractors. Nothing contained in any Subcontract will create or is to be construed as creating any contractual relationship between State and the Subcontractor.</p>
<p>3.10 Offshore Performance of Certain Work Prohibited</p>	<p>Refer to Uniform Terms and Conditions</p>
<p>3.11 Orders</p>	<p>3.11.1 ORDER SUFFICIENCY. The Contract was awarded in accordance with the Arizona Procurement Code; the transactions and procedures required by the code for competitive source selection have been met. A Purchase Order issued that cites the correct State contract number and an Owner issued Notice to Proceed is required to authorize Contractor to provide the Materials and perform the Services covered by that Order.</p> <p>3.11.2 ORDER TERMS. All Orders are subject to the Contract Terms and Conditions; an Order cannot modify the Contract Terms and Conditions.</p> <p>3.11.3 ORDERS ARE OBLIGATORY. Until the expiration or earlier termination of the Contract, State or Eligible Agency may issue and Contractor shall accept Orders that make proper reference to the Contract and are permissible hereunder. Contractor shall fulfill and complete any Orders that are begun but not yet completed as of expiration or earlier termination of the Contract unless Owner instructs otherwise at the time.</p>



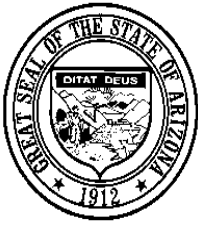
Request for Qualifications

Solicitation No.
ADSP017-00007424

Description:
Statewide Fire Alarm Job Order Contracting

Arizona Department of
Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

	<p>3.11.4 NO MINIMUMS OR COMMITMENTS. (a) Contractor shall not impose any minimum dollar amount, item count, services volume, or services duration on Orders; (b) State makes no commitment of any kind concerning the quantity or monetary value of activity actually initiated or completed during the term of the Contract; (c) Contractor shall only deliver or perform as authorized by Orders. For clarity of intent, the foregoing applies equally whether an Eligible Agency issues the Order.</p> <p>3.11.6 NON-CONTRACTED MATERIALS OR SERVICES. Any attempt to knowingly represent for sales, marketing, or related purposes that goods or services not specifically awarded are under a State contract is a violation of the Contract and law.</p>
<p>3.12 Other Contractors</p>	<p>3.12.1 Eligible Agency may undertake with its own forces or award other contracts to other vendors for additional or related work. In such cases, Contractor shall cooperate fully with agency's employees and such other vendors and carefully coordinate, fit, connect, accommodate, adjust, or sequence its work to the related work by others. Where the Contract requires handing-off Contractor's work to others, Contractor shall cooperate as Eligible Agency instructs regarding the necessary transfer of its work product, services, or records to State or the other vendors. Contractor shall not commit or permit any act that interferes with the Eligible Agency or other vendors' performance of their work, provided that, the agency shall enforce the foregoing section equitably among all its vendors so as not impose an unreasonable burden on any one of them.</p> <p>3.12.2 Eligible Agency shall not require any JOC Contractor to oversee the work of agency's own forces or other agency Contractors.</p>
<p>3.13 Work On State Premises</p>	<p>3.13.1 COMPLIANCE WITH RULES. Contractor is responsible for ensuring that its personnel comply with Eligible Agency rules, regulations, policies, documented practices, and documented operating procedures while delivering or installing Materials or performing Services on any Eligible Agency grounds or in its facilities. For clarity of intent, the foregoing means that if Contractor is required to comply with certain security requirements in order to deliver, install, or perform at that particular location, then it shall do so nonetheless and without entitlement to any additional compensation or additional time for performance if those particular requirements are not expressly stated in the Contract. Contractor is reminded that violation of the prohibition under A.R.S. § 13-1502 against possession of weapons on State's property by anyone for whom Contractor is responsible is a material breach of contract and grounds for termination for default.</p> <p>3.13.2 PROTECTION OF GROUNDS AND FACILITIES. Contractor shall deliver or install the Materials and perform the Services without damaging any Eligible Agency grounds or facilities. Contractor shall repair or replace any damage it does cause promptly and at</p>



Request for Qualifications

Solicitation No.
ADSP017-00007424

Description:
Statewide Fire Alarm Job Order Contracting

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

	<p>its own expense, subject to whatever instructions and restrictions the Eligible Agency needs to make to prevent inconvenience or disruption of operations. If Contractor fails to make the necessary repairs or replacements and do so in a timely manner, State will be entitled to exercise its remedies under the Uniform Terms and Conditions, paragraph 8.5 Right of Offset.</p> <p>3.13.3 FAMILIARITY WITH THE SITE. The Contractor, Subcontractors and Supplies shall be responsible for taking all appropriate field measurements necessary for the Job Order and shall be responsible for the accuracy of those measurements. Failure to adhere to this provision shall render any delays the responsibility of the Contractor. No allowance shall be made on behalf of the Contractor or Subcontractor for errors due to their negligence in failing to familiarize themselves with the existing site conditions. Signature on the Form of Job Order by the Contractor is representation that the Contractor has visited the site, become familiar with the local conditions under which the detailed scope of work is to be performed and correlated personal observations with requirements of the Job Order. By signing the Form of Job Order, the Contractor represents that the Job Order enables the Contractor to: determine the Job Order price, perform the Job Order, and otherwise fulfill all of its obligations to complete the Detailed Scope of Work within the Completion time.</p> <p>3.13.4 UTILITIES. In connection with Familiarity to the Site, and as limited by A.R.S. Title 40, Chapter 2, Article 6.3 (Blue Stake), the Contractor shall be solely responsible for locating all utility lines and shall locate prior to commencing Job Order activity. This includes the hiring of a private locator, if needed, and shall include the price of private locating as a non-prepriced task item. This includes but is not limited to telephone and internet cables, sewer, storm sewer and drainage piping, water piping, gas piping, electrical lines. This includes above ground and below ground utilities. Contractor shall perform Detailed Scope of Work in such a manner as to avoid damaging utilities.</p>
<p>3.14 Federal Requirements</p>	<p>Work that is federally funded or subject to federal contracting requirements for a reason other than funding shall comply with Part 11, Exhibit IV to the Special Terms and Conditions-Supplemental Provisions for Federal Work.</p>
<p>3.15 Eligible Agency Policies for Site Use, Building Use and Construction</p>	<p>If Job Order work is requested in building(s) subject to Eligible Agency Policies for Site Use, Building Use, and Construction, Contractor shall administer operations and construction practices in accordance with the Eligible Agency policies. For reference, see https://corrections.az.gov/about/reports-documents/adc-policies/departments-orders-index#700 for Arizona Department of Corrections Policies. Contractor is responsible to request policies from Eligible Agencies prior to commencing Job Order work.</p>



Request for Qualifications

Solicitation No.
ADSP017-00007424

Description:
Statewide Fire Alarm Job Order Contracting

Arizona Department of
Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

<p>3.16 Time of Commencement and Completion</p>	<p>Construction shall not commence until the Eligible Agency issues a Purchase Order and Notice to Proceed. The Contractor shall proceed and pursue with due diligence thereafter until completion. Substantial completion and final completion dates will be specified in each Job Order. The Contractor shall achieve substantial completion no later than the date mutually agreed to with the Eligible Agency. The term of the Job Order shall remain in effect until completion of the project unless terminated, cancelled or extended. Contractor shall notify the Eligible Agency promptly in writing of any materials or services which not available and could affect the completion date. Eligible Agency-approved written extensions for time provided for the completion of the Job Order work shall be the Contractors sole remedy for delays. Increases or decreases for time shall be mutually agreed to, in advance, and in writing, with the Eligible Agency, for increases or decreases in the Detailed Scope of Work.</p>
<p>3.17 Performance and Payment Bonds</p>	<p>Performance and payment bonds will be required of the Contractor at the sole discretion of the Eligible Agency, per Job Order, and submitted within five (5) days of request by Owner. See Exhibit II for required forms. The Performance and Payment Bonds shall have a penal sum equal to or greater than the Job Order Price, pursuant to A.R.S. 41-2574, and shall not include any design services or other related services included in the Contract.</p> <p>The bonds required by this section shall be provided solely by one or more surety companies hold a Certificate of Authority to transact surety business in the State of Arizona used by the Director of the Department of Insurance pursuant to A.R.S. 20, Chapter 2, Article 1. The surety bond or bonds shall not be executed by individual surety or sureties, even if requirement of A.R.S. 7-101 are satisfied.</p> <p>The cost of the Payment and Performance bonds shall be paid by the Owner to the Contractor as a reimbursable line item without mark-up. The cost of the Payment and Performance bond shall be within the average range of local building industry standards and shall not exceed 2% of the Job Order price.</p>
<p>3.18 Contractor Personnel, Suppliers and Subcontractor Conduct</p>	<p>Contractor shall provide an adequate number of appropriately qualified and authorized individuals dedicated to the successful performance of the Contract. Contractor shall at a minimum, designate those specific Key Personnel required by the State along with all other Key Personnel who will support Contractor's performance of the services described herein. Contractor shall maintain a list of all such Key Personnel and their respective information and keep this list and the State updated in this regard throughout the Term of the Contract. Should the actions or inactions of Contractor's Key Personnel delay, compromise, aggravate or otherwise prove to be disharmonious to the Contractors successful performance of the required Services, at the State's reasonable request Contractor shall replace or reassign such Key Personnel. Any replacement Key Personnel shall be of comparable knowledge, skills, and</p>



Request for Qualifications

Solicitation No.
ADSP017-00007424

Description:
**Statewide Fire Alarm Job Order
Contracting**

Arizona Department of
Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

abilities as the previous Key Personnel. All replacement Key Personnel shall be presented to the State for review and approval.

It is essential that the Contractor provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this Contract. The Contractor shall provide mentally alert, physically fit, and qualified individuals to all key positions under this Contract to ensure contracted materials and services are provided according to the requirements of this Contract and sound business practices.

During the course of this Contract, Contractor maintains the right to determine the assignment of its employees in order to perform contract requirements. The Contractor shall not remove personnel essential to performance of this Contract without prior notice to the State. The State reserves the right to require the Contractor to remove from the Contract any Key Personnel found unacceptable by the State including but not limited to employees who endanger persons or property or whose continued employment under this Contract is inconsistent with the interests of the State or Eligible Agency. The Contractor shall replace any Key Personnel removed under this Contract with personnel of similar or higher qualifications, experience, and capabilities required by this Contract.

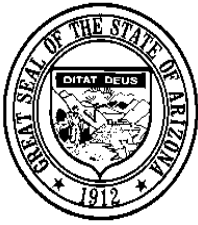
Contractor's and Subcontractor's personnel shall comply with all applicable statutes, administrative rules, regulations, policies, practices and general operating procedures of the State while providing goods and services under the Contract on the Owner's grounds or in its facilities. This includes but is not limited to any additional security requirements above and beyond that stated elsewhere in this Contract.

Contractor's current and subsequent personnel, as well as those of their duly recognized subcontractors, shall comply with all applicable statutes, administrative regulation, policies, practices and procedures while providing supplies and/or services under the contract. Notwithstanding any additional security requirements in the Scope of Work, as deemed necessary by the State, certain personnel with access to sensitive information and/or infrastructure of the State or Agency, shall be subject to background checks.

Contractor and Eligible Agency shall determine per Job Order the Key Personnel requirements on site when work is taking place, including subcontractor work, training, and closeout activities.

All Key Personnel shall possess a means of communicating by cellular telephone with Eligible Agency in advance of and while performing any work under this contract.

Contractor shall furnish sufficient protective gear, temporary protection measures, drinking water and temporary sanitation facilities for use by construction personnel throughout the Job Order duration.



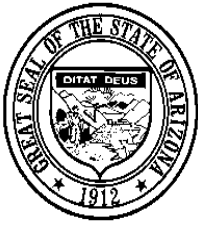
Request for Qualifications

Solicitation No.
ADSP017-00007424

Description:
Statewide Fire Alarm Job Order Contracting

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

	<p>Contractor shall provide up-to-date material safety data sheets (MSDS) as required for materials used for the Job Order.</p> <p>Contractor shall have a detailed site-specific safety plan to address State and Federal safety laws related to the Job Order work.</p> <p>Contractor personnel, subcontractors and suppliers shall follow all Eligible Agency work-place policies, procedures and standards including but not limited to no smoking, eating or drinking only in designated areas, sign-in and present identification, interact cordially and professionally with personnel, and parking only in designated locations.</p> <p>Contractor personnel, suppliers and subcontractors shall carry valid photo identification while working on and around the Eligible Agency's property.</p> <p>Within five (5) days of request by the Eligible Agency, the Contractor shall provide to the Owner the names, birthdays, Social Security Numbers, Driver's License Numbers, addresses and any other information required to perform a complete background check for all personnel who will be present at the job site as required due to the building inhabitants or facility requirements.</p> <p>Contractor personnel and subcontractors shall dispose of all materials or debris in accordance with applicable local and EPA guidelines.</p>
<p>3.19 Training</p>	<p>At the option and expense of the Owner, unless otherwise provided in the Job Order scope, maintenance and operation training sessions to be provided by the Contractor may be recorded. Contractor shall plan and allow for recording as part of the training schedule(s).</p>
<p>3.20 Asbestos Containing Material and Hazardous Materials and Substances</p>	<p>Contractor is on notice that asbestos containing materials (ACM) may be present in buildings owned, occupied or operated by the State, and Eligible Agencies. ACM are not previously identified by inspection reports, Contractors shall assume that buildings contain ACM.</p> <p>Contractor shall comply with all applicable federal, state, county and local regulations concerning ACM. Prior to commencement of work on a Job Order, the Contractor shall comply with the following:</p> <p>3.20.1 Facilities owned by the State and Eligible Agencies may not be demolished, as defined by NESHAP, without the written authorization of the appropriate responsible individual.</p> <p>3.20.2 Every State and Eligible Agency facility shall be inspected to determine if ACM is present prior to the disturbance of any surface by demolition, maintenance, renovation or abatement activities. If ACM is identified, it shall be properly abated by the State or Eligible Agency prior to the planned Job Order work.</p>



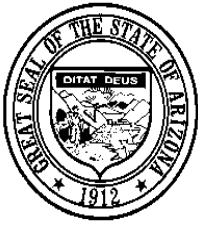
Request for Qualifications

Solicitation No.
ADSP017-00007424

Description:
Statewide Fire Alarm Job Order Contracting

Arizona Department of Administration
State Procurement Office
 100 N 15th Ave., Suite 402
 Phoenix, AZ 85007

	<p>3.20.3 The State or Eligible Agency building representative is the only source of ACM in its facilities. Prior to the start of Job Order work, Contactor shall request from the State or Eligible Agency building representative and review all ACM documentation.</p> <p>3.20.4 If Contractor encounters materials not identified in the asbestos inspection report but potentially having ACM, the Contractor shall stop work and contact the State or Eligible Agency building representative.</p> <p>3.20.5 All materials installed for Job Order and related work shall be asbestos free. Contractor shall provide (notarized as requested by Owner) statement to this effect, refer to Operating Manual for Vertical Job Order Contracting Attachment 4. Final payment shall not be processed until this statement is received. Should it be determined that ACM were installed by Contractor, Contractor shall be liable for all costs associated with, but not limited to, removal of, disposal of and fines or legal actions associated with using ACM.</p> <p>3.20.6 Contractor shall notify Eligible Agency building representative if they encounter suspected hazardous material or substance. The rights and liabilities of the parties when a hazardous material or substance is encountered are specified by A.R.S. 32-1129.03.</p>
<p>3.21 Historical Buildings</p>	<p>If Job Order work is requested in building(s) registered with the State Historic Preservation Office or Arizona Register of Historic Places, Owner and Contractor shall administer construction practices and materials in accordance with the State Historic Preservation Office. Regulations can be found at https://azstateparks.com/shpo/.</p>
<p>3.22 Rebates</p>	<p>Contractor shall facilitate the Utility Rebate process on all Job Order work. Contractor shall identify available rebates by contacting the appropriate utility providers, submit all material data and other information necessary for the rebate program, coordinate with the utility provide and rebate program to collect the rebate, and transfer rebate to the Owner.</p>
<p>3.23 Performance Evaluation</p>	<p>Part 11, Exhibit III. Construction Contractor Engagement Survey shall be used by the State as a mechanism for contract users to engage the Contractor regarding the recent performance for an issued and substantial complete Job Order and the State of Arizona Procurement Officer to review and provide feedback or establish corrective action as determined. The Eligible Agency project manager or designated Owner’s representative shall rate the Contractor with the determiners and weighting called out on the survey for any substantial complete Job Order project exceeding \$25,000.00. The survey should be completed by the Eligible Agency prior to final payment but at a minimum no later than project closeout. The Eligible Agency project manager or designated Owner’s representative shall submit the final</p>



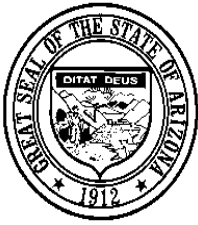
Request for Qualifications

Solicitation No.
ADSP017-00007424

Description:
Statewide Fire Alarm Job Order Contracting

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

	<p>scored survey simultaneously to the Contractor and to the State’s email address indicated on the survey. If one or more scores of “u” (unsatisfactory performance) are listed for the substantial complete Job Order, the Contractor shall address each “u” in writing on the original form’s Contractor comments section, and submit to the State of Arizona Procurement Officer within ten (10) days of receipt, as to how the Contractor will resolve the actions/issues to the satisfaction of the State. If the total survey score is 76% or less, Contractor shall be required to meet with the State Procurement Officer administering the contract to address the actions or issues. Through submission of an offer and the state’s acceptance and award of a contract to the Offeror under this solicitation, the Contractor expressly authorizes the State Procurement Office to post on the State of Arizona Department of Administration Internet Website, the continuing Construction Contractor Engagement Survey Job Order final cumulative score for any substantial or final complete Job Order(s) project(s) exceeding \$25,000.00 for a time period up to one year after the contract expiration. Contractor may appeal a Construction Contractor Engagement Survey Job Order final score received below 70% to the State Procurement Officer in accordance with the State’s Protest policy.</p>
<p>3.24 Design Professional Submittals and Administration</p>	<p>Any design submittals requiring statutory or other design review, shall be coordinated with the Eligible Agency Project Manager. All State projects shall be coordinated through PROCORE, the State’s (General Services Division) on-line project management software. Refer to training guides at www.procore.com. Contractor hired design professionals shall provide and use the appropriate AIA documents for submittal of construction payment application(s), change orders(s), construction change directives, substantial and final completion for final statutory review approval and processing through PROCORE for State projects.</p>
<p>3.25 Warranty</p>	<p>3.25.1 Contractor shall provide any written and signed standard warranty, and any written notarized and signed special warranty document(s) required for a project after substantial completion but prior to final acceptance of the work, stating warranty coverage for materials and defects in accordance with the plans and specifications. Warranty requirements not listed in the plans and specifications shall be the greater duration of either the manufacturer standard warranty period or one (1) year from the date of final acceptance of the work.</p> <p>3.25.2 Contractor warrants that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier. This workmanship warranty shall continue for a period of two (2) years from the date of final acceptance of the work.</p>



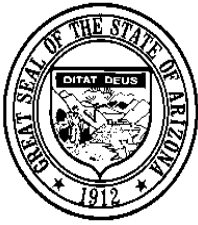
Request for Qualifications

Solicitation No.
ADSP017-00007424

Description:
Statewide Fire Alarm Job Order Contracting

Arizona Department of
Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

	<p>3.25.3 The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to state-owned or controlled real or personal property, when that damage is the result of –</p> <p>3.25.3.1 The Contractor's failure to conform to contract requirements; or</p> <p>3.25.3.2 Any defect of equipment, material, workmanship, or design furnished by the contractor or subcontractor or supplier at any tier.</p> <p>3.25.3.3 This warranty shall not limit the state's rights under any other clause of this contract with respect to latent defects, gross mistakes, or fraud.</p> <p>3.25.3.4 The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for one (1) year from the date of repair or replacement.</p> <p>3.25.3.5 The Procurement Officer or the state's designated representative shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.</p> <p>3.25.3.6 If the Contractor fails to remedy any failure, defect, or damage of material or design furnished by Contractor or subcontractor or supplier at any tier within a reasonable time after receipt of notice, the state shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.</p>
3.26 Liquidated Damages	<p>3.26.1 If the Contractor shall neglect, fail or refuse to substantially complete the work within the time(s) specified in the Notice to Proceed, or any proper extension granted by Change Order, then the Contractor shall, as part consideration for the award of this contract, pay to the State a sum of not less than \$200.00 per calendar day, not as a penalty, but as liquidated damages for such breach of contract, for each and every calendar day that the Contractor shall fail after the time(s) stipulated in the Notice to Proceed.</p> <p>3.26.2 If the Contractor shall neglect, fail or refuse to totally and finally complete the work within the time(s) specified in the Notice to Proceed, or any proper extension granted by Change Order, then the Contractors shall, as part consideration for the award of this contract, pay to the State a sum of not less than \$200.00 per calendar day not as a penalty, but as liquidated damages for such breach of contract, for each and every calendar day that the Contractors shall fail after the time(s) stipulated in the Notice to Proceed.</p>



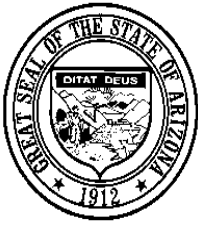
Request for Qualifications

Solicitation No.
ADSP017-00007424

Description:
Statewide Fire Alarm Job Order Contracting

Arizona Department of
Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

	<p>3.26.3 If the contract is not terminated, the Contractor shall continue performance and be liable to the state for the liquidated damages until the products are delivered or the services performed.</p> <p>3.26.4 In the event the State exercises its right of termination, the Contractor shall be liable to the State for any excess costs, and in addition, for liquidated damages a sum of not less than \$200.00 per calendar day, until such time the State may reasonable obtain delivery or performance of similar supplies or services.</p>
<p>3.27 Delay, Recovery of Damages by Contractor</p>	<p>3.27.1 The Eligible Agency and the awarded contractor may enter into negotiations pursuant to Arizona Revised Statutes § 41-2617 in the event the contractor seeks recovery of damages related to expenses incurred by the contractor for a delay for which the state governmental unit is responsible which is unreasonable under the circumstances and which was not within the contemplation of the parties to the contract. This section shall not be construed to void any provision in the contract which requires notice of delays, provides for arbitration or other procedure for settlement or provides for liquidated damages.</p>
<p>3.28 Contractor Adjustment Factor</p>	<p>3.28.1 Adjustment Factor Increase The State Procurement Office may review a fully documented request for an adjustment factor increase only after the contract has been in effect for one (1) year. An adjustment shall only be considered if submitted in writing by the contractor a no later than thirty (30) days prior to the date of the current contract period expiration and shall be a factor in the extension review process. The State Procurement Office shall determine whether the requested adjustment factor increase or an alternate option is in the best interest of the state. Any adjustment factor increase, if approved, will be effective upon the effective date of the contract extension.</p> <p>3.28.2 Adjustment Factor Reductions Adjustment factor reductions may be submitted to the state for consideration at any time during the contract period. The Contractor shall request, in writing, an adjustment factor reduction, and the reduction shall remain in effect through the current contract period expiration date.</p>
<p>3.29 Region Award Supplements</p>	<p>The State reserves the right to issue any supplementary Request for Qualifications solicitation(s) for additional awards in any Arizona Registrar of Contractor licensing category, inclusive of any licensing category under which awards may be made for this solicitation for any of the seven (7) regions as determined in the best interest of the state.</p>



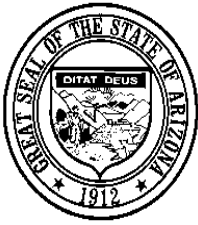
Request for Qualifications

Solicitation No.
ADSP017-00007424

Description:
Statewide Fire Alarm Job Order Contracting

Arizona Department of Administration
State Procurement Office
 100 N 15th Ave., Suite 402
 Phoenix, AZ 85007

4.0 Costs and Payments	
4.1 State Contract Administrative Fee	Contractor shall pay an Administrative Fee in the amount of one percent (1%) of the total contract sales for cooperative member use. Requirements are included in the Operating Manual for Vertical Job Order Contracting, SECTION 17 "COOPERATIVE PURCHASING".
4.2 Contractor License Fee	The State of Arizona selected The Gordian Group's Job Order Contracting (JOC) system for the execution of the JOC program. The Gordian JOC system includes The Gordian Group's proprietary eGordian® and Bid Safe® JOC information management applications, construction cost data and Construction Task Catalog® (collectively "Proprietary Information"), which shall be used by the Contractor to prepare and submit Job Order Proposals, subcontractor lists, and other requirements specified in the general conditions and as may be requested by the Owner. The Contractor shall be required to execute Gordian's JOC System License and User Agreement, and shall pay a 1% JOC System License Fee on all work awarded to the JOC contractor by the Owner for access to the Gordian JOC system and Proprietary Information. The 1% JOC System License fee shall be included in the Contractor's Adjustment Factor and <u>will not be itemized</u> separately on the Job Order's Price Proposal.
4.3 Payments	Refer to PART 6 Compensation Document.
4.4 Applicable Taxes	Refer to Uniform Terms and Conditions
5.0 Contract Changes	
5.1 Contract Amendments	Refer to Uniform Terms and Conditions
5.2 Assignment and Delegation	5.2.1 IN WHOLE. Contractor shall not assign in whole its rights or delegate in whole its duties under the Contract without Procurement Officer's prior written consent, which consent Procurement Officer may withhold at his or her discretion. If Contractor's proposed assignment or delegation stems from a split, sale, acquisition, or other non-merger change in control, then no such consent will be given in any event without the assignee or delegate giving State satisfactory and equivalent evidence or assurance of its financial soundness, competency, capacity, and qualification to perform as that which Contractor possessed when State first awarded it the Contract.



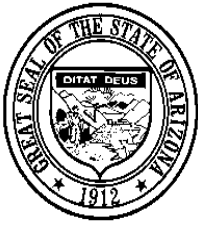
Request for Qualifications

Solicitation No.
ADSP017-00007424

Description:
Statewide Fire Alarm Job Order Contracting

Arizona Department of Administration
State Procurement Office
 100 N 15th Ave., Suite 402
 Phoenix, AZ 85007

	<p>5.2.2 IN PART. Subject to paragraph 3.10 Subcontracts, with respect to subcontracting, Contractor may assign particular rights or delegate particular duties under the Contract, but shall obtain Procurement Officer’s written consent before doing so. Procurement Officer shall not unreasonably withhold consent so long as the proposed assignment or delegation does not attempt to modify the Contract in any way or to alter or impair Eligible Agency’s rights or remedies under the Contract or laws.</p>										
<p>6.0 Risk and Liability</p>											
<p>6.1 Risk of Loss</p>	<p>Refer to Uniform Terms and Conditions</p>										
<p>6.2 Contractor Insurance</p>	<p>Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.</p> <p>The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.</p>										
	<p>MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage with limits of liability not less than those stated below.</p> <p>1. Commercial General Liability – Occurrence Form</p> <p>Policy shall include bodily injury, property damage, and broad form contractual liability coverage.</p> <table border="1" data-bbox="451 1436 1227 1659"> <tr> <td>General Aggregate</td> <td>\$2,000,000</td> </tr> <tr> <td>Products – Completed Operations Aggregate</td> <td>\$2,000,000</td> </tr> <tr> <td>Personal and Advertising Injury</td> <td>\$1,000,000</td> </tr> <tr> <td>Damage to Rented Premises</td> <td>\$50,000</td> </tr> <tr> <td>Each Occurrence</td> <td>\$1,000,000</td> </tr> </table>	General Aggregate	\$2,000,000	Products – Completed Operations Aggregate	\$2,000,000	Personal and Advertising Injury	\$1,000,000	Damage to Rented Premises	\$50,000	Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000										
Products – Completed Operations Aggregate	\$2,000,000										
Personal and Advertising Injury	\$1,000,000										
Damage to Rented Premises	\$50,000										
Each Occurrence	\$1,000,000										



Request for Qualifications

Solicitation No.
ADSP017-00007424

Description:
**Statewide Fire Alarm Job Order
Contracting**

Arizona Department of
Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

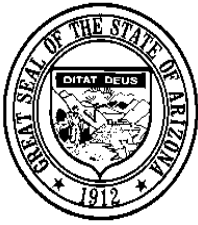
- a. The policy shall be endorsed to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor".
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- c. Such additional insured endorsements for Commercial General Liability and Excess/Umbrella coverages shall be the equivalent to ISO forms CG 20 10 04 13 and CG 20 37 04 13.
- d. The additional insured requirement and the products/completed operations coverage for Commercial General Liability and Excess/Umbrella coverages is for the duration of the Contract and through the applicable Statute of Repose, or for an additional (9) years following completion of the Work, whichever is greater (Construction Statute ARS 12-552).
- e. The policy shall not exclude claims resulting from explosion, collapse, or underground activities.
- f. If the policy is subject to a deductible or self-insurance retention, the Contractor is responsible for the payment of such deductible or self-insurance retention.

2. Business Automobile Liability

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

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

- a. Policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.
- b. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and



Request for Qualifications

Solicitation No.
ADSP017-00007424

Description:
**Statewide Fire Alarm Job Order
Contracting**

Arizona Department of
Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

employees for losses arising from work performed by or on behalf of the Contractor.

- c. If the policy is subject to a deductible or self-insurance retention, the Contractor is responsible for the payment of such deductible or self-insurance retention.
- d. If the Contractor, or anyone working on the Contractor's behalf, will engage in transportation of hazardous materials, the policy shall include the following endorsements:
 - CA 99 48 Pollution Liability – Broadened Coverage for Covered Autos
 - MCS-90 (Motor Carrier Act) (See ADOA Insurance Module; \$5MM limits requirement).

3. Worker's Compensation and Employers' Liability

	Workers' Compensation	Statutory
	Employers' Liability	
▪	Each Accident	\$1,000,000
▪	Disease – Each Employee	\$1,000,000
▪	Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such Contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).
- c. If the policy is subject to a deductible or self-insured retention, the contractor is responsible for the payment of such deductible or self-insured retention.

4. Builders Risk

If the Job Order includes the construction, renovation, rehabilitation and/or repairs of specified buildings or structures, the Contractor shall provide a Builders Risk policy in the amount at least equal to the Job Order Price. The direct cost of such Builder's Risk policy shall be reimbursed by the Owner as a reimbursable line item without markup.



Request for Qualifications

Solicitation No.
ADSP017-00007424

Description:
**Statewide Fire Alarm Job Order
Contracting**

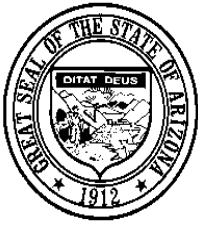
Arizona Department of
Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

- a. Policy shall contain an Additional Insured endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees.
- b. The State of Arizona and the Department shall be named as loss payee as our interest may appear.
- c. Coverage shall be written on an all risk, replacement cost basis and shall include coverage for flood and earth movement as well as coverage for losses that may occur during equipment testing/commissioning.
- d. Policy shall be maintained until whichever of the following shall first occur: (1) final payment has been made; or, (2) until no person or entity, other than the State of Arizona, has an insurable interest in the property required to be covered.
- e. Policy shall be endorsed such that the insurance shall not be canceled or lapse because of any partial use or occupancy by the State of Arizona.
- f. The Installation Floater must provide coverage from the time the equipment/material becomes the responsibility of the Contractor and shall continue without interruption during the installation, including any time during which the equipment/material is being transported to the installation site, or awaiting installation, whether on or off site.
- g. Policy shall contain a Waiver of Subrogation endorsement, as required by written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by the Contractor for the State of Arizona.
- h. Contractor is responsible for the payment of all deductibles under the Installation Floater.

5. Contactor's Pollution Liability (as may be required per Job Order)

▪	Per Occurrence	\$1,000,000
▪	General Aggregate	\$2,000,000

- a. For losses caused by pollution conditions that arise from the operations of the Contactor as described in the Job Order.
- b. Coverage must be identified specific to operations as described in the Job Order.
- c. Coverage shall be included for pollution losses arising out of completed operations.
- d. The policy is to be written on an "occurrence" basis with no sunset clause. In the event that the Pollution Liability insurance required by the Job Order is written on a claims-made basis, Contractor warrants that any retroactive date under the



Request for Qualifications

Solicitation No.
ADSP017-00007424

Description:
Statewide Fire Alarm Job Order Contracting

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

policy shall precede the effective date of this Job Order. Either continuous coverage will be maintained, or an extended discovery period will be exercised, for a period of ten (10) years beginning at the time the Job Order is terminated.

Professional Liability (Errors and Omissions Liability)

If the Job Order work includes Contractor-provided design, as requested by Owner or Eligible Agency-

- a. Every professional liability policy must:
 - i) If written on a claims-made basis, be warranted by Contractor to the effect that any retroactive date under policy precedes the effective date of the Contract, and continuous coverage will be maintained or an extended discovery period will be exercised for two (2) years beginning when work under the Contract is completed.
 - ii) Expressly cover professional misconduct or negligent acts for all key personnel or named positions called out in the Scope of Work.

	Professional Liability	
	Errors and Omissions	
▪	Each Claim	\$2,000,000
▪	Annual Aggregate	\$2,000,000

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

- a. The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).
- b. Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

NOTICE OF CANCELLATION: 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 the State of Arizona. Within two (2) business days of receipt, Contractor must provide notice to the State of Arizona 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 the Department and shall be



Request for Qualifications

Solicitation No.
ADSP017-00007424

Description:
**Statewide Fire Alarm Job Order
Contracting**

Arizona Department of
Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

mailed, emailed, hand delivered or sent by facsimile transmission to (State Representative's Name, Address & Fax Number).

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

VERIFICATION OF COVERAGE: Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) evidencing that Contractor has the insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

All such certificates of insurance and policy endorsements must be received by the State before work commences. The State's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.

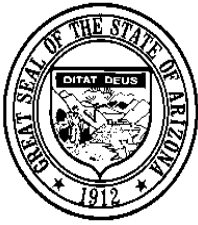
Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

SUBCONTRACTORS: Contractors' certificate(s) shall include all subcontractors as insured under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

Approval and Modifications: The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

EXCEPTIONS: In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.



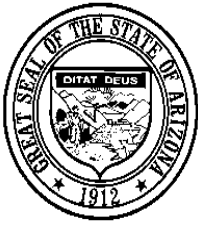
Request for Qualifications

Solicitation No.
ADSP017-00007424

Description:
**Statewide Fire Alarm Job Order
Contracting**

Arizona Department of
Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

<p>6.3 Basic Indemnification</p>	<p>6.3.1 CONTRACTOR/VENDOR (NOT PUBLIC AGENCY). To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees and costs of claim processing, investigation, and litigation)(hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers Compensation Law or arising out of the failure of such Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgement costs where this indemnification is applicable. In consideration of the award of the contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.</p> <p>This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.</p> <p>6.3.2 PUBLIC AGENCY. Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.</p>
<p>6.4 Patent and Copyright Indemnification</p>	<p>CONTRACTOR/VENDOR (NOT PUBLIC AGENCY). With respect to Materials or Services provided or proposed by a Contractor Indemnitor for performance under the Contract, Contractor shall indemnify, defend and hold harmless State Indemnitees against any third-party claims for liability, costs, and expenses, including, but not limited to reasonable attorneys' fees, for infringement or violation of any patent, trademark, copyright, or trade secret by the Materials and the Services. With respect to the defense and payment of claims under this subparagraph:</p>



Request for Qualifications

Solicitation No.
ADSP017-00007424

Description:
**Statewide Fire Alarm Job Order
Contracting**

Arizona Department of
Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

	<ol style="list-style-type: none">1. State shall provide reasonable and timely notification to Contractor of any claim for which Contractor may be liable under this paragraph;2. Contractor, with reasonable consultation from State, shall have control of the defense of any action on an indemnified claim including all negotiations for its settlement or compromise;3. State may elect to participate in such action at its own expense; and4. State may approve or disapprove any settlement or compromise, provided that, (i) State shall not unreasonably withhold or delay such approval or disapproval and (ii) State shall cooperate in the defense and in any related settlement negotiations. <p>If Contractor is a public agency, this paragraph 6.4 does not apply.</p>
6.5 Force Majeure	<p>6.5.1 DEFINITION. For this paragraph, “force majeure” means an occurrence that is (a) beyond the control of the affected party, (b) occurred without the party’s fault or negligence, and (c) something the party was unable to prevent by exercising reasonable diligence. Without limiting the generality of the foregoing, force majeure expressly includes acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, lockouts, injunctions-intervention-acts, failures or refusals to act by government authorities, and, subject to paragraph 7.6 Performance in Public Health Emergency, declared public health emergencies. Force majeure expressly does not include late delivery caused by congestion at a manufacturer’s plant or elsewhere, an oversold condition of the market, late performance by a Subcontractor unless the delay arises out of an occurrence of force majeure, or inability of either Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.</p> <p>6.5.2 RELIEF FROM PERFORMANCE. Except for payment of sums due, the parties are not liable to each other if an occurrence of force majeure prevents its performance under the Contract. If either party is delayed at any time in the progress of their respective performance under the Contract by an occurrence of force majeure, the delayed party shall notify the other no later than the following working day after the occurrence, or as soon as it could reasonably have been expected to recognize that the occurrence had effect in cases where the effects were not readily apparent. In any event, the notice must make specific reference to this paragraph specifying the causes of the delay in the notice and, if the effects of the occurrence are on-going, provide an initial notification and thereafter the delayed party shall provide regular updates until such time as the effects are fully known. To the extent it is able, the delayed party shall cause the delay to cease promptly and notify the other party when it has done so. The parties shall extend the time of completion by Contract</p>



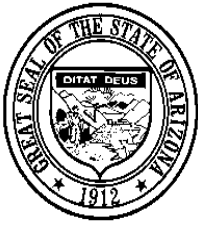
Request for Qualifications

Solicitation No.
ADSP017-00007424

Description:
Statewide Fire Alarm Job Order Contracting

Arizona Department of
Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

	<p>Amendment for a period equal to the time that the results or effects of the delay prevented the delayed party from performing.</p> <p>6.5.3 EXCUSABLE DELAY IS NOT DEFAULT. Failure in performance by either party will not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if and to the extent that such failure was or is being caused by an occurrence of force majeure.</p> <p>6.5.4 DEFAULT DIMINISHES RELIEF. Entitlement to relief from the effects of an occurrence of force majeure is diminished to the extent that the delay did or will result from the affected party's default unrelated to the occurrence, in which case and to that extent the other party's normal remedies and the affected party's obligations would apply undiminished.</p>
6.6 Third Party Antitrust Violations	Refer to Uniform Terms and Conditions
7.0 Warranties	
7.1 Conformity to Requirements	Contractor warrants that, unless expressly provided otherwise elsewhere in the Contract and approved in writing by the Owner, the Materials and Services will for two (2) years after acceptance and in each instance: (1) conform to the requirements of the Contract, which by way of reminder include without limitation all descriptions, specifications, and drawings identified in the <u>Scope of Work</u> and any Contractor affirmations included as part of the Contract; (2) be free from defects of material and workmanship; (3) conform to or perform in a manner consistent with current industry standards; and (4) be fit for the intended purpose or use described in the Contract. Mere delivery or performance does not substitute for express acceptance by State. Where inspection, testing, or other acceptance assessment of Materials or Services cannot be done until after installation, the forgoing warranty will not begin until State's acceptance.
7.2 Contractor Personnel	Contractor warrants that its personnel will perform their duties under the Contract in a professional manner, applying the requisite skills and knowledge, consistent with industry standards, and in accordance with the requirements of the Contract. Contractor further warrants that its key personnel will maintain any certifications relevant to their work, and Contractor shall provide individual evidence of certification to State's authorized representatives upon request.
7.3 Intellectual Property	Contractor warrants that the Materials and Services do not and will not infringe or violate any patent, trademark, copyright, trade secret, or other intellectual property rights or laws, except only to the extent the Specifications do not permit use of any other product and



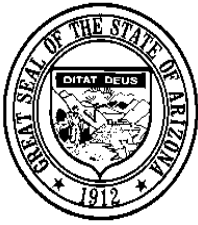
Request for Qualifications

Solicitation No.
ADSP017-00007424

Description:
**Statewide Fire Alarm Job Order
Contracting**

Arizona Department of
Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

	Contractor is not and cannot reasonably be expected to be aware of the infringement or violation.
7.4 Licenses and Permits	Contractor warrants that it will maintain all licenses required under paragraph 3.6 Contractor Licenses and all required permits valid and in force.
7.5 Operational Continuity	Contractor warrants that it will perform without relief notwithstanding being sold or acquired; no such event will operate to mitigate or alter any of Contractor's duties hereunder absent a consented delegation under paragraph 5.2 Assignment and Delegation that expressly recognizes the event.
7.6 Performance in Public Health Emergency	<p>Contractor warrants that it will:</p> <p>7.6.1 have in effect promptly after commencement a plan for continuing performance in the event of a declared public health emergency that addresses, at a minimum: (a) identification of response personnel by name; (b) key succession and performance responses in the event of sudden and significant decrease in workforce; and (c) alternative avenues to keep sufficient product on hand or in the supply chain; and provide a copy of its current plan to State within 3 (three) business days after State's written request. If Contractor claims relief under paragraph 6.5 Force Majeure for an occurrence of force majeure that is a declared public health emergency, then that relief will be conditioned on Contractor having first implemented its plan and exhausted all reasonable opportunity for that plan implementation to overcome the effects of that occurrence, or mitigate those effects to the extent that overcoming entirely is not practicable.</p> <p>For clarification of intent, being obliged to implement the plan is not of itself an occurrence of force majeure, and Contractor will not be entitled to any additional compensation or extension of time by virtue of having to implement it. Furthermore, failure to have or implement an appropriate plan will be a material breach of contract.</p>
7.7 Lobbying	<p>7.7.1 PROHIBITION.</p> <p>(a) Contractor warrants that:</p> <p>i. it will not engage in lobbying activities, as defined in 40 CFR part 34 and A.R.S. § 41-1231, et seq., using monies awarded under the Contract, provided that, the foregoing does not intend to constrain Contractor's use of its own monies or property, including without limitation any net proceeds duly realized under the Contract or any value thereafter derived from those proceeds; and</p>



Request for Qualifications

Solicitation No.
ADSP017-00007424

Description:
**Statewide Fire Alarm Job Order
Contracting**

Arizona Department of
Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

	<p>ii. upon award of the Contract, it will disclose all lobbying activities to State to the extent they are an actual or potential conflict of interest or where such activities could create an appearance of impropriety.</p> <p>(b) Contractor shall implement and maintain adequate controls to assure compliance with (a) above.</p> <p>(c) Contractor shall obtain an equivalent warranty from all Subcontractors and shall include an equivalent no-lobbying provision in all Subcontracts.</p> <p>7.7.2 EXCEPTION. This paragraph does not apply to the extent that the Services are defined in the Contract as being lobbying for State's benefit or on State's behalf.</p>
7.8 Survival of Warranties	Refer to Uniform Terms and Conditions
7.9 After Substantial Completion	Refer to Uniform Terms and Conditions
8.0 State's Contractual Remedies	
	Refer to Uniform Terms and Conditions
9.0 Contract Termination	
	Refer to Uniform Terms and Conditions
10.0 Contract Claims	
10.1 Claim Resolution	Notwithstanding any law to the contrary, all contract claims or controversies under the Contract are to be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9, and rules adopted thereunder, including judicial review under A.R.S. § 12-1518.
10.2 Mandatory Arbitration	In compliance with A.R.S. § 12-1518, the parties agree to comply in a judicial review proceeding with any applicable, mandatory arbitration requirements.
11.0 Arbitration	
	Refer to Uniform Terms and Conditions
12.0 Comments Welcome	
	Refer to Uniform Terms and Conditions

End of Special Terms and Conditions



Request for Qualifications

Solicitation No.
ADSP017-00007424

Description:
Statewide Fire Alarm Job Order Contracting

Arizona Department of Administration
State Procurement Office
 100 N 15th Ave., Suite 402
 Phoenix, AZ 85007

PART 4- UNIFORM TERMS AND CONDITIONS

1.0 Definition of Terms	
As used in the Contract, the terms listed below are defined as follows:	
1.1 Attachment	"Attachment" means any item the solicitation requires the Offeror to submit as part of the Offer.
1.2 Contract	"Contract" means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, Construction Task Catalog®, Technical Specifications, the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
1.3 Contract Amendment	"Contract Amendment" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
1.4 Contractor	"Contractor" means any Person who has a Contract with the State.
1.5 Days	"Days" means calendar days unless otherwise specified.
1.6 Exhibit	"Exhibit" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
1.7 Gratuity	"Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
1.8 Materials	"Materials" means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
1.9 Procurement Officer	"Procurement Officer" means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
1.10 Services	"Services" has the meaning given in A.R.S. § 41-2503(35), which, for convenience of reference only, is "... the furnishing of labor, time, or effort by [the] [C]ontractor or [S]ubcontractor which does not involve the delivery of a specific end product other than required reports and performance [but] does



Request for Qualifications

Solicitation No.
ADSPO17-00007424

Description:
Statewide Fire Alarm Job Order Contracting

Arizona Department of Administration
State Procurement Office
 100 N 15th Ave., Suite 402
 Phoenix, AZ 85007

	not include employment agreements or collective bargaining agreements.” Services includes Building Work and the service aspects of software described in A.R.S. § 41-2503(7) to the extent those things are included in the Work, which, for convenience of reference only, is “... all property, including equipment, supplies, printing, insurance, and leases of property [but] does not include land, a permanent interest in land or real property or leasing space.” Materials includes software, except that If software is sold or provided as a service, then to the extent it consists of encoded information or computer instructions it is included in “Materials” and to the extent it is a service it is in “Services”.
1.11 State	“State” means the State of Arizona and Department or Agency of the State that executes the Contract.
1.12 State Fiscal Year	“State Fiscal Year” means the period beginning with July 1 and ending June 30.
1.13 Subcontract	“Subcontract” means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
2.0 Contract Interpretation	
2.1 Arizona Law	The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
2.2 Implied Terms	Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
2.3 Contract Order of Precedence	In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below: <ul style="list-style-type: none"> (a) Contract Amendments; (b) the Solicitation Documents, in the order: <ul style="list-style-type: none"> (1) Special Terms and Conditions; (2) Job Order Contracting Manual; (3) Exhibits to the Special Terms and Conditions; (4) Uniform Terms and Conditions;



Request for Qualifications

Solicitation No.
ADSP017-00007424

Description:
Statewide Fire Alarm Job Order Contracting

Arizona Department of
 Administration
State Procurement Office
 100 N 15th Ave., Suite 402
 Phoenix, AZ 85007

	<ul style="list-style-type: none"> (5) Construction Task Catalog® (6) Technical Specifications (7) Scope of Work; (8) Exhibits to the Scope of Work; (9) Pricing Document; (10) Exhibits to the Pricing Document; (11) any other documents referenced or included in the Solicitation; (12) Job Orders (including Owner Detailed Scopes of Work and Job Order Proposals <ul style="list-style-type: none"> (c) Supplemental to the Job Order, in reverse chronological order; and (d) Accepted Offer.
2.4 Relationship of Parties	The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
2.5 Severability	The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
2.6 No Parole Evidence	This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
2.7 No Waiver	Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
3.0 Contract Administration and Operation	
3.1 Records	Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.



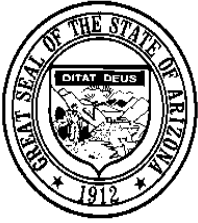
Request for Qualifications

Solicitation No.
ADSPO17-00007424

Description:
**Statewide Fire Alarm Job Order
 Contracting**

Arizona Department of
 Administration
State Procurement Office
 100 N 15th Ave., Suite 402
 Phoenix, AZ 85007

<p>3.2 Non-Discrimination</p>	<p>The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.</p>
<p>3.3 Audit</p>	<p>Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.</p>
<p>3.4 Facilities Inspection and Materials Testing</p>	<p>The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines noncompliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.</p>
<p>3.5 Notices</p>	<p>Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.</p>
<p>3.6 Advertising, Publishing and Promotion of Contract</p>	<p>The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.</p>
<p>3.7 Property of the State</p>	<p>Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.</p>
<p>3.8 Ownership of Intellectual Property</p>	<p>Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related</p>



Request for Qualifications

Solicitation No.
ADSPO17-00007424

Description:
Statewide Fire Alarm Job Order Contracting

Arizona Department of
Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

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



Request for Qualifications

Solicitation No.
ADSP017-00007424

Description:
Statewide Fire Alarm Job Order Contracting

Arizona Department of
 Administration
State Procurement Office
 100 N 15th Ave., Suite 402
 Phoenix, AZ 85007

4.0 Costs and Payments	
4.1 Payments	Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.
4.2 Delivery	Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.
4.3 Applicable Taxes	<p>4.3.1. <u>Payment of Taxes</u>. The Contractor shall be responsible for paying all applicable taxes.</p> <p>4.3.2. <u>State and Local Transaction Privilege Taxes</u>. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.</p> <p>4.3.3. <u>Tax Indemnification</u>. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages 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.</p> <p>4.3.4. <u>IRS W9 Form</u>. In order to receive payment, the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law</p>
4.4 Availability of Funds of the next State fiscal year	Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.
4.5 Availability of Funds for the current State fiscal year	<p>Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:</p> <p>4.5.1. Accept a decrease in price offered by the contractor;</p> <p>4.5.2. Cancel the Contract; or</p> <p>4.5.3. Cancel the contract and re-solicit the requirements.</p>



Request for Qualifications

Solicitation No.
ADSP017-00007424

Description:
Statewide Fire Alarm Job Order Contracting

Arizona Department of
Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

5.0 Contract Changes	
5.1 Amendments	This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.
5.2 Subcontracts	The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
5.3 Assignment and Delegation	The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.
6.0 Risk and Liability	
6.1 Risk of Loss	The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
6.2 Indemnification	<p>6.2.1. Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.</p> <p>6.2.2. Public Agency Language Only Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses</p>



Request for Qualifications

Solicitation No.
ADSPO17-00007424

Description:
Statewide Fire Alarm Job Order Contracting

Arizona Department of Administration
State Procurement Office
 100 N 15th Ave., Suite 402
 Phoenix, AZ 85007

	<p>(including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers."</p>
<p>6.3 Indemnification – Patent and Copyright</p>	<p>The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.</p>
<p>6.4 Force Majeure</p>	<p>6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "<i>force majeure</i>" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.</p> <p>6.4.2. Force Majeure shall not include the following occurrences:</p> <p>6.4.2.1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;</p> <p>6.4.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or 6.4.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.</p> <p>6.4.3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease</p>



Request for Qualifications

Solicitation No.
ADSPO17-00007424

Description:
Statewide Fire Alarm Job Order Contracting

Arizona Department of
Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

	<p>as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.</p> <p>6.4.4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.</p>
6.5 Third Party Antitrust Violations	The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.
7.0 Warranties	
7.1 Liens	The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.
7.2 Quality	<p>Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:</p> <p>7.2.1. Of a quality to pass without objection in the trade under the Contract description;</p> <p>7.2.2. Fit for the intended purposes for which the materials are used;</p> <p>7.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;</p> <p>7.2.4. Adequately contained, packaged and marked as the Contract may require; and</p> <p>7.2.5. Conform to the written promises or affirmations of fact made by the Contractor.</p>
7.3 Fitness	The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
7.4 Inspection/ Testing	The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.



Request for Qualifications

Solicitation No.
ADSPO17-00007424

Description:
Statewide Fire Alarm Job Order Contracting

Arizona Department of Administration
State Procurement Office
 100 N 15th Ave., Suite 402
 Phoenix, AZ 85007

<p>7.5 Compliance with Laws</p>	<p>The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.</p>
<p>7.6 Survival of Rights and Obligations after Contract Expiration or Termination</p>	<p>7.6.1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.</p> <p>7.6.2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.</p>
<p>7.7 After Substantial Completion</p>	<p>7.6.3. After substantial completion, or following Commissioning Agent's notification of deficiency(s), Contractor warrants that any deficiency(s) will be resolved within 30 days of Contractor's notice.</p>
<p>8.0 State's Contractual Remedies</p>	
<p>8.1 Right to Assurance</p>	<p>If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.</p>
<p>8.2 Stop Work Order</p>	<p>8.2.1. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.</p> <p>8.2.2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work.</p>



Request for Qualifications

Solicitation No.
ADSPO17-00007424

Description:
Statewide Fire Alarm Job Order Contracting

Arizona Department of
 Administration
State Procurement Office
 100 N 15th Ave., Suite 402
 Phoenix, AZ 85007

	The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
8.3 Non-exclusive Remedies	The rights and the remedies of the State under this Contract are not exclusive.
8.4 Nonconforming Tender	Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.
8.5 Right of Offset	The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.
8.6 Liquidated Damages	If the Contractor neglects, fails, or refuses to complete the Work within the Contract Time(s), or any extension granted by Change Order, then the Contractor shall, as part consideration for the award of this contract, pay to the Owner a sum to be determined and as stated in the Special Terms and Conditions, not as a penalty, but as liquidated damages for such breach of Contract, for every calendar day that the Contractor fails to complete the Work.
9.0 Contract Termination	
9.1 Cancellation for Conflict of Interests	Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.
9.2 Gratuities	The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made



Request for Qualifications

Solicitation No.
ADSPO17-00007424

Description:
Statewide Fire Alarm Job Order Contracting

Arizona Department of
Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

	<p>by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.</p>
<p>9.3 Suspension or Debarment</p>	<p>The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.</p>
<p>9.4 Termination for Convenience</p>	<p>The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.</p>
<p>9.5 Termination for Default</p>	<p>9.5.1. In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.</p> <p>9.5.2. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.</p>



Request for Qualifications

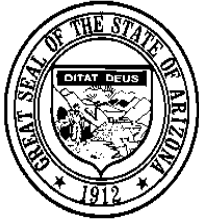
Solicitation No.
ADSPO17-00007424

Description:
Statewide Fire Alarm Job Order Contracting

Arizona Department of Administration
State Procurement Office
 100 N 15th Ave., Suite 402
 Phoenix, AZ 85007

	9.5.3. The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.
9.6 Continuation of Performance Through Termination	The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.
10.0 Contract Claims	
10.1 Contract Claims	All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.
11.0 Arbitration	
11.1 Arbitration	The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).
12.0 Comments Welcome	
12.1 Comments Welcome	The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 201, Phoenix, Arizona, 85007.

End of Uniform Terms and Conditions



Request for Qualifications

Solicitation No.
ADSP017-00007424

Description:
Statewide Fire Alarm Job Order Contracting

Arizona Department of
Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

PART 5- SCOPE OF WORK

1. A Job Order Contract is an indefinite quantity contract pursuant to which the Contractor may perform on-going services on individual projects at different locations throughout the State of Arizona.
 - a. The State is divided into seven (7) different regions and contracts are awarded by region.
 - b. Throughout the regions, the State of Arizona is very diverse in its maintenance and construction needed, including but not limited to work in and about wells, prison facilities, hospital and lab settings, courts, office buildings and residential and commercial buildings.
 - c. Facilities range from small to large and are located in and around a wide range of weather and transportation conditions all over the State.
 - d. Additionally, Cooperative Program members include schools, cities and counties with their diverse range of needs will have ability to utilize these contracts.
2. The Construction Task Catalog® and Technical Specifications are provided by The Gordian Group, in accordance with the firm's contract to provide a unit price book and Job Order Contracting related services. The Gordian Group Technical Specifications are a minimum standard in the event the Owner does not provide technical specifications for the work.
 - a. The unit prices in the Construction Task Catalog® are based on local labor, material, and equipment costs and include the direct cost of construction only.
3. The scope of job order services may include individual job orders for mechanical, plumbing, electrical, fire alarm and roofing any public structure or building.
4. The highest-ranking Contractor's on the final list will provide Adjustment Factors for each separate region based on Normal and Other than Normal Working Hours, for Owner and Federally funded projects, and Secure Locations. The Adjustment Factor will be used to calculate the Job Order Price in accordance with the Operating Manual for Vertical Job Order Contracting (Refer to Section 5).
5. During the course of the Contract, as projects are identified, the Contractor will attend a Joint Scope Meeting with those involved with the project including the Owner and Design Professionals. The Owner will prepare a Detailed Scope of Work and issue a Job Order Proposal Request to the Contractor. The Contractor will then prepare a Job Order Proposal for the project to include but not be limited to a price proposal, schedule, sketches or drawings, list of proposed subcontractors, and



Request for Qualifications

Solicitation No.
ADSP017-00007424

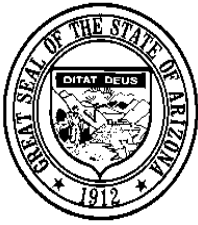
Description:
**Statewide Fire Alarm Job Order
Contracting**

Arizona Department of
Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

other requested documentation. If the Job Order Proposal is found to be acceptable, a Job Order may be issued.

6. A Job Order will include the Detailed Scope of Work, Job Order Price, and the Job Order Completion Time. The Job Order Price is determined by multiplying the preset Unit Prices in the Construction Task Catalog® by the appropriate quantities and by the appropriate Adjustment Factor(s). The Job Order Price will be a lump sum, fixed price for the completion of the Detailed Scope of Work. A separate Job Order will be issued for each project. Changes, deletions, or additions to the Detailed Scope of Work will be contained in Supplemental Job Orders.
7. If projects require plans and specifications, all design work shall be performed under the direction of a Design Professional appropriately licensed in the State of Arizona. All State projects requiring a Design Professional, either hired by the Owner or as requested to be provided by the Contractor is subject to Statutory Review.
8. Contractors may also be called upon to complete emergency work. In these circumstances, the work will be completed to address the emergency and the Job Order Proposal will be due within five (5) days of emergency work completion.
9. Maintenance agreements are excluded from this contract.
10. This contract is for services and shall not to be used for equipment-only purchases.
11. Contractors are required to work in all areas of the Region for which the Contractor is awarded. In submitting an Adjustment Factor for a specific region, Contractor recognizes that a region may have extreme remote locations.
12. In addition to State funding and associated rules, funding for these projects may be solely or in part by Federal funds. This requires compliance with Federal rules and regulations including but not limited to wages and record keeping.

END OF SCOPE OF WORK



Request for Qualifications

Solicitation No.
ADSP017-00007424

Description:
**Statewide Fire Alarm Job Order
Contracting**

Arizona Department of
Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

PART 6- COMPENSATION DOCUMENT

1.0 CONTRACTOR'S COMPENSATION

1.1 Compensation Method

Contractor will be compensated for the satisfactorily carrying out its obligations under the Contract by the following method:

1.1-A Lump Sum Invoice

1.2 Pricing

1.2-A *Pricing--All-Inclusive:*

Pricing is all-inclusive, including CO OP Contract use fee, JOC system license fee, any ancillary fees and costs required to accomplish the Job Order Work and all aspects of Contractor's offer as accepted by State. All administrative, reporting, or other requirements, all overhead costs and profit and any other costs toward the accomplishment of the requirements in the Contract are included in the pricing provided.

1.3 Measurement and Payment

Payment for work shall be in accordance with Operating Manual for Vertical Job Order Contracting SECTION 12 "Measurement and Payment".

2.0 INVOICING

2.1 Invoicing (General)

Invoicing for work shall be in accordance with Operating Manual for Vertical Job Order Contracting SECTION 12 "Measurement and Payment".

2.1-A Problems regarding billing or invoicing shall be directed to the Agency as listed on the Purchase Order.

2.1-B Invoices not sent to the proper address, or not containing the necessary and required information will be rejected by the owner and returned for correction. A Contractor whose payments are delayed due to improper invoicing shall make no claim against the State for late or finance charges.

2.1-C Contractor shall review and insure that the invoices for Services provided show the correct Contractor name prior to sending them for payment.



Request for Qualifications

Solicitation No.
ADSP017-00007424

Description:
**Statewide Fire Alarm Job Order
Contracting**

Arizona Department of
Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

- 2.1-D State will not make payments to any Entity, Group, or individual other than Contractor with the Federal Employer Identification (FEI) Number identified in the Contract. Contractor invoices requesting payment to any Entity, Group, or individual other than the contractually specified Contractor shall be returned to Contractor for correction. If Contractor Name and FEI Number change, Contractor must complete an "Assignment and Agreement" form transferring contract rights and responsibilities to the new Contractor. State must indicate consent on the form. A written Contract Amendment must be signed by both parties and a new W-9 form must be submitted by the new Contractor and entered into the system prior to any payments being made to the new Contractor.
- 2.1-E Contractor shall certify all invoices have been examined, and to the best of Contractor's knowledge and belief, the reported expenditures are valid, based upon Contractor's official and auditable accounting records (books of account), and are consistent with the terms of the Contract.

3.0 PAYMENTS

3.1 Payment

Payment for work shall be in accordance with Operating Manual for Vertical Job Order Contracting SECTION 12 "Measurement and Payment".

END OF COMPENSATION DOCUMENT

April 19, 2017

**STATEWIDE VERTICAL
JOB ORDER CONTRACTING**

OWNER

**DEPARTMENT OF ADMINISTRATION
for and on behalf of
STATE OF ARIZONA**



OPERATING MANUAL
FOR VERTICAL JOB
ORDER
CONTRACTING

- **This Operating Manual is a legally binding contract document and is one of the Contract Documents.**
- **All Detailed Scopes of Work under each Job Order and the other activities of Contractor under the JOC Program and all activities of Owner and the Design Professional, relating to the JOC Program must be in accordance with the requirements in all of the Contract Documents, regardless of whether the requirements are included in this Operating Manual or in another JOC Contract Document.**
- **Statements of Qualifications (SOQs) submitted in responses to the solicitation do not modify or change any of the other Contract Documents. Nothing in the SOQs shall be construed to replace or supersede any provision of any of the other Contract Documents or Job Orders. If there is a conflict between anything in the SOQs and any provision of any other Contract Document or Job Order, the provision of the other Contract Documents and Job Orders shall be given effect and the conflicting material in the SOQs will not be given effect.**

Contractor agrees to perform Job Orders and the Contractor's obligations and to comply with the terms and conditions applicable to Contractor under this Operating Manual and the other Contract Documents. Owner agrees to perform its obligations and to comply with the terms and conditions applicable to Owner under this Operating Manual and the other Contract Documents.

TABLE OF CONTENTS

Section 1.	DEFINITIONS	4
Section 2.	REFERENCES	8
Section 3.	JOC PROGRAM OVERVIEW	17
Section 4.	COMMON GOAL, TEAM CONCEPT	19
Section 5.	ADMINISTRATION OF JOC PROGRAM	20
Section 6.	JOB ORDER DEVELOPMENT SERVICES AND ISSUANCE OF JOB ORDERS	35
Section 7.	JOB ORDER PRICE	36
Section 8.	PROCEDURES TO DEVELOPS ALL JOB ORDERS	37
Section 9.	SUBCONTRACTORS AND SUPPLIERS	48
Section 10.	INSPECTIONS	49
Section 11.	PROJECT CLOSEOUT	52
Section 12.	MEASUREMENT AND PAYMENT	62
Section 13.	CHANGES IN WORK	65
Section 14.	SITE CONDITIONS	66
Section 15.	ADJUSTMENT OF THE ADJUSTMENT FACTORS	68
Section 16.	TIME PERIOD TO ISSUE JOB ORDERS	69
Section 17.	ADMISTRATIVE AND COOPERATIVE	70
Section 18.	MARKETING THE CONTRACT	71
Section 19.	SOFTWARE LICENSING (DELETED, SEE SPECIAL TERMS AND CONDITIONS)	72
APPENDIX 1. FORM OF JOB ORDER		73
FORM OF JOB ORDER ATTACHMENT 4 ASBESTOS STATEMENT		75

SECTION 1 DEFINITIONS

- 1.1 The following terms will have the following meanings when used in the Operating Manual. However, to the extent that a term is defined differently in a separate Contract Document, the definition used in that document will be controlling. Terms defined below or in the Contract Documents are sometimes used without initial capitals. In each such case they will have their respective defined meanings.
- 1.2 If not specifically defined, terms, words and phrases in the Contract Documents will have their ordinary and common meanings, with undefined words, phrases and abbreviations interpreted consistent with construction and design industry standards and technical and trade meanings.
- 1.3 Each reference in a Contract Document to a section, appendix, attachment or exhibit is a reference to the respective section in appendix, attachment or exhibit attached to that Contract Document.
- A. **“Adjustment Factor”** – means the adjustment factor supplied by Contractors in the Negotiations phase of the Request for Qualifications, and as modified by amendment to be applied to the Unit Prices listed in the Construction Task Catalog®.
- B. **“ADOA Project”** – means a Project completed for ADOA where the Contractor is not required to pay the eziQC® License Fee or the State Administrative Fee.
- C. **“All Working Hours”** means all day Monday through Friday, Saturday, Sunday, and Owner Holidays.
- D. **“Construction Schedule”** means a graphic construction schedule showing the completion of the Detailed Scope of Work within the Job Order Completion Time.
- E. **“Construction Start Date”** means the date specified in a Job Order for the Contractor to begin the Detailed Scope of Work.
- F. **“Contract”** means the Agreement between the State and Contractor as a result of the Request for Qualifications, as modified from time to time by Amendments.
- G. **“Contract Date”** means the effective start date of the Contract.
- H. **“Contractor”** means the contractor named on the Offer and Acceptance page of the Contract.
- I. **“Contractor’s Project Manager”** means the person designated as Contractor’s Project Manager for the JOC program. Contractor’s Project Manager is responsible for the daily oversight of the Site Manager.
- J. **“Day”** means a calendar day unless specifically otherwise provided herein or by law.
- K. **“Detailed Scope of Work”** means a document setting forth the work the Contractor is obligated to complete for a particular Job Order.
- L. **“Design Professional”** means the person employed by the firm engaged by the customer under separate contract to perform Design Services relating to the Detailed Scope of Work for a Job Order and who is designated as the Design Professional in the Job Order. For some Job Orders there will be no Design Professional (see Owner Representative definition below).
- M. **“Design Services”** means professional architect services and/or professional engineer services that are within the scope of architectural practice or engineering practice, respectively, as provided in Arizona Revised Statutes Title 32, Chapter 1. Design Services includes preparation of the Drawings and Specifications for the Detailed Scope of Work.

Contractor will not provide Design Services in the JOC Program. Owner will arrange for such Design Services as Owner determines are needed for each Job Order.

- N. **“Drawings”** means the drawings, if any, referenced in the Detailed Scope of Work and attached thereto.
1. The drawings referenced in the Detailed Scope of Work may be detailed drawings prepared by a Design Professional on behalf of Owner, approved by Owner and Owner Representative and, when required by law, stamped and sealed as required by law, including a hard copy and a set in electronic format.
 2. Alternatively, for some Job Orders there will be no drawings prepared by a Design Professional, in which case Owner will deliver to Contractor a Detailed Scope of Work that may reference line drawings and/or include a written description of the work.
- O. **“Estimated Annual Value”** means an estimate of the value of Job Orders that could be issued to the Contractor each year.
- P. **“JOC Program”** means Owner’s job order contracting construction services program under the Contract Documents.
- Q. **“Job Order”** means a written order, signed by the Owner, requiring the Contractor to complete the Detailed Scope of Work for the Job Order Price within the Job Order Completion Time. Each Job Order will consist of a written Detailed Scope of Work, the Job Order Price and a purchase order from the owner to the contractor, Drawings and any other documents indicated on the Job Order Form.
- R. **“Job Order Completion Time”** means the time frame specified in the Job Order by which the Contractor shall have started and completed the Detailed Scope of Work, including, without limitation, all deficiency, correction and incomplete items (Punch List).
- S. **“Job Order Development Services”** means all activities of Contractor prior to the Owner issuing a Job Order for a particular project as set forth in Section 8 the Procedures to Develop all Job Orders. This will include, without limitation: (i) assisting the Owner in determining whether to complete a Project in Job Order Contracting, (ii) preparing or assisting in the preparation of a Detailed Scope of Work, (iii) and preparing or revising a Job Order Proposal. Job Order Development Services does not include performance of the Detailed Scope of Work.
- T. **“Job Order Price”** means the fixed price appearing in the Job Order that the Contractor will be paid by the Owner for the successful completion of the Detailed Scope of Work within the Job Order Completion Time.
- U. **“Job Order Price Proposal”** means a price proposal prepared by the Contractor that includes the Pre-priced Tasks, Non Pre-priced Tasks, quantities and appropriate Adjustment Factors required to complete the Detailed Scope of Work.
- V. **“Job Order Proposal”** means a set of documents including at least: (a) Job Order Price Proposal; (b) required drawings, sketches, or layouts; (c) list of anticipated Subcontractors; (d) Construction schedule; (e) technical data or information on proposed materials or equipment, and (f) other requested documents.
- W. **“Job Order Proposal Request”** means a written request to the Contractor to prepare a Job Order Proposal for the Detailed Scope of Work referenced therein.
- X. **“Joint Scope Meeting”** means a site meeting to discuss the Work before the Detailed Scope of Work is finalized.
- Y. **“Legal Requirements”** means all regulations, policies and practices of Owner and all applicable rules, laws, codes, ordinances and regulations of any governmental or quasi-

governmental entity, federal, state and local, having jurisdiction over Contractor, any Subcontractor, any Job Order or the Detailed Scope of Work, the practices involved thereunder, or any other action performed by Contractor or any Subcontractor. Legal Requirements does not include sales, use, consumer, income and other taxes.

- Z. **“Management Plan”** means the management plan submitted in the Contractor’s SOQ, with such modifications as are negotiated and agreed to by the Owner at time of contract award, unless otherwise modified in writing by mutual agreement.
- AA. **“Minimum Contract Value”** means the minimum value of Job Orders that the Contractor is guaranteed the opportunity to perform under this Contract.
- AA. **“Minor Change”** means a change in the Detailed Scope of Work having no impact on the Job Order Price or Job Order Completion Time or Owner’s approved design intent, as determined by Owner.
- BB. **“Non Prepriced Task”** means an item of Work required by the Detailed Scope of Work but not included in the Construction Task Catalog®.
- CC. **“Non-State Agency Project”** – means a Project completed for a non-State agency where the Contractor is required to pay both the ezIQC® License Fee and the State Administrative Fee. On the pricing document, the Adjustment Factors for Non-State Agency Projects are adjusted to compensate the Contractor for the ezIQC® License Fee and the State Administrative Fee.
- CC. **“Normal Working Hours”** means the hours from 7:00 a.m. to 5:00 p.m. Monday through Friday, except for Owner holidays.
- DD. **“Operating Manual”** means this Operating Manual (Operating Manual for Vertical Job Order Contracting) (including, without limitation, the appendices), as modified from time to time by Amendments.
- EE. **“Option Period”** means an additional period of time beyond the Contract Term which extends the termination date of the Contract.
- FF. **“Other than Normal Working Hours”** means the hours of 5:01 p.m. to 6:59 a.m. Monday through Friday and all day Saturday, Sunday, and Owner Holidays.
“Other State Agency Project” – means a Project completed for another State agency where the Contractor is required to pay the ezIQC® License Fee but not the State Administrative Fee. On the pricing document, the Adjustment Factors for Other State Agency Projects are adjusted to compensate the Contractor for the ezIQC® License Fee.
- GG. **“Owner”** means the organization as defined in the Job Order.
- HH. **“Owner Representative”** means the person who is designated as the Owner Representative in the Job Order. The Owner Representative performs the roles and duties of the Design Professional proscribed in this Operating Manual when no Design Professional is listed in the Job Order. Communication given and roles performed by the Owner Representative are deemed to come from and be performed by the Owner.
- II. **“Prepriced Task”** means an item of Work included in the Construction Task Catalog® for which a unit price is given.
- JJ. **“Price Proposal”** means a price proposal prepared by the Contractor that includes the Prepriced Tasks, Non Prepriced Tasks, quantities and appropriate Adjustment Factors required to complete the Detailed Scope of Work prepared in accordance with the Procedures to Develop all Job Orders.
- KK. **“Procurement Officer of Record”** means the Procurement Officer who is responsible for the administration of the statewide Job Order Contracting program.

- LL. "**Project**" means the collective improvements to be constructed by the Contractor pursuant to a Job Order, or a series of related Job Orders.
- MM. "**Punch List**" means the list of deficiency, correction and incomplete items developed as provided in Section 10 "Inspections".
- NN. "**Secure Locations**" means those buildings and grounds (sites) that require specific security-related criteria where access to the work site or the site's daily operations negatively affects the Contractor's productivity on a daily basis. These include but are not limited to public access and operations security. These locations require the Contractor to follow stipulated requirements to perform work at the site, without exception. Examples of such sites include but are not limited to those for the State Facilities at Sky Harbor Airport (Department of Emergency and Military Affairs), Arizona Department of Corrections and Arizona Department of Juvenile Corrections. At the Joint Scope Meeting, any areas of work that are considered secure locations will be identified.
- OO. "**Statement of Qualifications**" means all information and documents submitted by Contractor relating to Request for Qualifications #ADSP017-00007249 including, without limitation, Contractor's formal sealed qualifications package and all other qualifications documents, that is, all documents and materials delivered by Owner to Contractor or by Contractor to Owner in connection with Owner's RFQ selection process.
- PP. "**Site**" means the location, or locations, where the Detailed Scope of Work or a portion thereof will be performed.
- QQ. "**Site Manager**" means the individual designated as Contractor's site manager for the JOC Program, who shall be the person proposed in Contractor's SOQ in response to the RFQ. The Site Manager will report to the Contractor's Project Manager and supervise all Work conducted at each site. Contractor is permitted to replace the Site Manager only under the conditions provided in Section 5 "Administration of JOC Program" of this Operating Manual.
- RR. "**Subcontractor**" means a person or company providing labor and materials in connection with a Detailed Scope of Work, to the Contractor or to a Subcontractor of any tier. The term Subcontractor includes all Suppliers.
- SS. "**Substantial Completion**" means a point in time during construction, when the Detailed Scope of Work, or a specified portion thereof that the Owner agrees to accept separately, is, in accordance with the Contract Documents and Job Order, certified by the Design Professional as complete sufficiently enough to allow the Owner to occupy or utilize the Detailed Scope of Work, or such portion thereof, for its intended use.
- TT. "**Supplemental Job Order**" means a secondary Job Order developed after the initial Job Order has been issued for the purpose of changing, deleting, or adding work to the initial Detailed Scope of Work, or changing the Job Order Completion Time.
- UU. "**Supplier**" means a person providing materials, supplies or equipment to be included in the Work to Contractor or any Subcontractor.
- VV. "**Technical Specifications**" means the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services. The Technical Specifications apply for all Job Orders and are hereby included by reference into all Job Orders, whether or not specifically mentioned therein. The Technical Specifications may be amended unilaterally by the Owner from time to time in writing.
- WW. "**Unit Price**" means the price published in the Construction Task Catalog® for a specific construction or construction related work task. Unit Prices for new Prepriced Tasks can be established during the course of the Contract and added to the Construction Task Catalogs®. Each Unit Price is comprised of labor, equipment, and material costs to

accomplish that specific Prepriced Task.

XX. **“Work”** means generally the construction, alteration, rehabilitation, remodeling, renewal, renovation, repair, maintenance and demolition and all labor, materials, supplies, tools, equipment, transportation, site cleanup, storage and disposal of construction or demolition debris, supervision, management, overhead and profit, bonds, insurance, licenses and permits, taxes, intellectual property royalty and license fees, all other activities and items required to perform the Job Orders and the requirements of the Contract Documents.

SECTION 2 REFERENCES

2.1 QUALITY ASSURANCE

- A. For products or workmanship specified by association, trades, or Federal Standards: Comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Publication Dates: Comply with standards in effect as of date of the Job Orders unless otherwise indicated.
- C. Abbreviations and Acronyms: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web site addresses are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.
- D. Should specified reference standards conflict with Contract Documents, request clarification from Owner Representative before proceeding with Detailed Scope of Work.
- E. The contractual relationship of the parties to the Contract shall not be altered from the Contract Documents by mention or inference otherwise in any reference document.

2.2 SCHEDULE OF REFERENCES

AA	Aluminum Association, Inc. (The) www.aluminum.org	(703) 358-2960
AABC	Associated Air Balance Council www.aabchq.com	(202) 737-0202
AAMA	American Architectural Manufacturers Association www.aamanet.org	(847) 303-5664
AASHTO	American Association of State Highway and Transportation Officials www.aashto.org	(202) 624-5800
ACI	American Concrete Institute/ACI International www.aci-int.org	(248) 848-3700
ADC	Air Diffusion Council www.flexibleduct.org	(847) 706-6750
AFPA	American Forest & Paper Association (See AF&PA)	
AF&PA	American Forest & Paper Association www.afandpa.org	(800) 878-8878 (202) 463-2700
AGA	American Gas Association www.aga.org	(202) 824-7000
AHA	American Hardboard Association http://domensino.com/AHA/	(847) 934-8800
AI	Asphalt Institute	(859) 288-4960

www.asphaltinstitute.org

AISC	American Institute of Steel Construction, Inc. www.aisc.org	(800) 644-2400 (312) 670-2400
AISI	American Iron and Steel Institute www.steel.org	(202) 452-7100
AITC	American Institute of Timber Construction www.aitc-glulam.org	(303) 792-9559
ALSC	American Lumber Standard Committee www.alsc.org	(301) 972-1700
AMCA	Air Movement and Control Association International, Inc. www.amca.org	(847) 394-0150
AMG	Arizona Masonry Guild www.masonryforlife.com	(602) 265-5999
ANSI	American National Standards Institute www.ansi.org	(202) 293-8020
APA	APA-The Engineered Wood Association www.apawood.org	(253) 565-6600
APA	Architectural Precast Association www.archprecast.org	(239) 454-6989
API	American Petroleum Institute www.api.org	(202) 682-8000
ARI	Air-Conditioning, Heating & Refrigeration Institute www.ari.org	(703) 524-8800
ARMA	Asphalt Roofing Manufacturers Association www.asphaltroofing.org	(202) 207-0917
ASCE	American Society of Civil Engineers www.asce.org	(800) 548-2723 (703) 295-6300
ASHRAE	American Society of Heating, Refrigerating and Air-Conditioning Engineers www.ashrae.org	(800) 527-4723 (404) 636-8400

ASME	ASME International (The American Society of Mechanical Engineers International) www.asme.org	(800) 843-2763 (212) 591-7722
ASSE	American Society of Sanitary Engineering www.asse-plumbing.org	(440) 835-3040
ASTM	ASTM International www.astm.org	(610) 832-9585
AWCI	AWCI International (Association of the Wall and Ceiling Industries International) www.awci.org	(703) 538-1600
AWI	Architectural Woodwork Institute www.awinet.org	(571) 323-3636
AWPA	American Wood-Preservers' Association www.awpa.com	(205) 733-4077
AWS	American Welding Society www.aws.org	(800) 443-9353 (305) 443-9353
AWWA	American Water Works Association www.awwa.org	(800) 926-7337 (303) 794-7711
BHMA	Builders Hardware Manufacturers Association www.buildershardware.com	(212) 297-2122
BIA	Brick Industry Association www.gobrick.com	(703) 620-0010
BICSI	BICSI www.bicsi.org	(813) 979-1991
BOCA	BOCA International, Inc. www.bocai.org	(708) 799-2300
CABO	Council of American Building Officials (See ICC)	
CCC	Carpet Cushion Council www.carpetcushion.org	(610) 527-3880
CDA	Copper Development Association Inc. www.copper.org	(800) 232-3282 (212) 251-7200
CFFA	Chemical Fabrics & Film Association, Inc. www.chemicalfabricsandfilm.com	(216) 241-7333

CFR	Code of Federal Regulations www.access.gpo.gov/nara/index.html	(888) 293-6498 (202) 512-1530
CIMA	Cellulose Insulation Manufacturers Association www.cellulose.org	(888) 881-2462 (937) 222-2462
CISCA	Ceilings & Interior Systems Construction Association www.cisca.org	(630) 584-1919
CISPI	Cast Iron Soil Pipe Institute www.cispi.org	(404) 622-0073
CLFMI	Chain Link Fence Manufacturers Institute Email: clfmigh@aol.com and www.chainlinkinfo.org	(301) 596-2583
CRD	Army Corps of Engineers Handbook for Concrete and Cement www.wes.army.mil	(601) 634-2355
CRI	Carpet and Rug Institute (The) www.carpet-rug.com	(800) 882-8846 (706) 278-3176
CRSI	Concrete Reinforcing Steel Institute www.crsi.org	(847) 517-1200
CSA	CSA International (Formerly: IAS - International Approval Services) www.csa-international.org	(800) 463-6727 (416) 747-4000
CSSB	Cedar Shake & Shingle Bureau www.cedarbureau.org	(604) 820-7700
DHI	Door and Hardware Institute www.dhi.org	(703) 222-2010
DOC	Department of Commerce www.doc.gov	(202) 482-2000
DOD	Department of Defense Military Specifications and Standards www.dodssp.daps.dla.mil	(215) 697-6257
EIA	Electronic Industries Alliance www.eia.org	(703) 907-7500
EIMA	EIFS Industry Members Association www.eima.com	(800) 294-3462 (770) 968-7945
EPA	Environmental Protection Agency www.epa.gov	(202) 260-2090
FDA	Food and Drug Administration www.fda.gov	(888) 463-6332
FMG	FM Global (Formerly: FM - Factory Mutual System) www.fmglobal.com	(401) 275-3000

FS	Federal Specification Available from Department of Defense Single Stock Point www.dodssp.daps.dla.mil	(215) 697-6257
	Available from General Services Administration www.gsa.gov	(202) 619-8925
	Available from National Institute of Building Sciences www.nibs.org	(202) 289-7800
FSC	Forest Stewardship Council www.fscoax.org	
GA	Gypsum Association www.gypsum.org	(301) 277-8686
GANA	Glass Association of North America (Formerly: FGMA - Flat Glass Marketing Association) www.glasswebsite.com	(785) 271-0208
HI	Hydraulic Institute www.pumps.org	(888) 786-7744
		(973) 267-9700
HI	Hydronics Institute www.gamanet.org	(908) 464-8200
HPVA	Hardwood Plywood & Veneer Association www.hpva.org	(703) 435-2900
HUD	Department of Housing and Urban Development www.hud.gov	(202) 708-1112
IAS	International Approval Services (See CSA International)	
ICC	International Code Council (Formerly: CABO - Council of American Building Officials) www.intlcode.org	(888) 422-7233
ICBO	International Code Council www.iccasafe.org	(888) 422-7233
		(202) 783-2348
ICEA	Insulated Cable Engineers Association, Inc. www.icea.net	(770) 830-0369
IEEE	Institute of Electrical and Electronics Engineers, Inc. (The) www.ieee.org	(800) 678-4333

IESNA	Illuminating Engineering Society of North America (The) www.iesna.org	(212) 248-5000
IGCC	Insulating Glass Certification Council www.igcc.org	(315) 646-2234
IGMA	Insulating Glass Manufacturers Alliance (The) (Formerly: SIGMA - Sealed Insulating Manufacturers Association) www.igmaonline.org	(613) 233-1510
ILI	Indiana Limestone Institute of America, Inc. www.iliai.com	(812) 275-4426
ISSFA	International Solid Surface Fabricators Association www.issfa.net	(888) 464-7732
ITS	Intertek Testing Services www.itsglobal.com	(800) 345-3851 (607) 753-6711
KCMA	Kitchen Cabinet Manufacturers Association www.kcma.org	(703) 264-1690
LMA	Laminating Materials Association (Formerly: ALA - American Laminators Association) www.lma.org	(201) 664-2700
LPI	Lightning Protection Institute www.lightning.org	(800) 488-6864 (847) 577-7200
MAG	Maricopa Association of Governments www.azmag.gov	(602) 254-6300
MBMA	Metal Building Manufacturers Association www.mbma.com	(216) 241-7333
MFMA	Maple Flooring Manufacturers Association www.maplefloor.org	(888) 480-9138
MFMA	Metal Framing Manufacturers Association www.metalframingmfg.org	(312) 644-6610
MIA	Marble Institute of America www.marble-institute.com	(440) 250-9222
MIL	Military Specification Promulgated by Military www.everyspec.com	
MPI	Master Painters Institute www.paintinfo.com	(888) 674-8937

MSS	Manufacturers Standardization Society www.mss-hq.com	(703) 281-6613
NAAMM	National Association of Architect Metal Manufacturers www.naamm.org	(630) 942-6591
NCMA	National Concrete Masonry Association www.ncma.org	(703) 713-1900
NEBB	National Environmental Balancing Bureau www.nebb.org	(301) 977-3698
NEC	National Electrical Code P.O. Box 9101, Quincy, MA 02269-9101	
NECA	National Electrical Contractors Association www.necanet.org	(301) 657-3110
NELMA	Northeastern Lumber Manufacturers' Association www.nelma.org	(207) 829-6901
NEMA	National Electrical Manufacturers Association www.nema.org	(703) 841-3200
NETA	InterNational Electrical Testing Association www.netaworld.org	(269) 488-6382
NFPA	NFPA International www.nfpa.org	(800) 344-3555 (617) 770-3000
NFRC	National Fenestration Rating Council www.nfrc.org	(301) 589-1776
NLGA	National Lumber Grades Authority www.nlga.org	(604) 524-2393
NOFMA	National Wood Flooring Manufacturers Association www.nwfa.org	(901) 526-5016
NRCA	National Roofing Contractors Association www.nrca.net	(800) 323-9545 (847) 299-9070
NSF	NSF International (National Sanitation Foundation International) www.nsf.org	(800) 673-6275 (734) 769-8010
NTMA	National Terrazzo and Mosaic Association www.ntma.com	(800) 323-9736
NWWDA	National Wood Window and Door Association (See WDMA)	
PCA	Portland Cement Association www.cement.org	(847)966-6200
PCI	Precast/Prestressed Concrete Institute	(312) 786-0300

	www.pci.org	
PDCA	Painting and Decorating Contractors of America www.pdca.com	(800) 332-7322
RCSC	Research Council on Structural Connections c/o AISC www.boltcouncil.org	
RFCI	Resilient Floor Covering Institute www.rfci.com	(706) 882-3833
RIS	Redwood Inspection Service www.redwoodinspection.com	(925) 935-1499
SAE	SAE International www.sae.org	(724) 776-4841
SDI	Steel Deck Institute www.sdi.org	(847) 458-4647
SDI	Steel Door Institute www.steeldoor.org	(440) 899-0010
SIGMA	Sealed Insulating Glass Manufacturers Association (See IGMA)	
SJI	Steel Joist Institute www.steeljoist.org	(843) 626-1995
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association www.smacna.org	(703) 803-2980
SPIB	Southern Pine Inspection Bureau (The) www.spib.org	(850) 434-2611
SPRI	SPRI (Single Ply Roofing Industry) www.spri.org	(781) 647-7026
SSPC	SSPC: The Society for Protective Coatings www.sspc.org	(412) 281-2331 (877) 281-7772
STI	Steel Tank Institute www.steeltank.com	(847) 438-8265
TCA	Tile Council of America, Inc. www.tileusa.com	(864) 646-8453
TFS	Texas Forest Service www.txforestservation.tamu.edu	(936) 639-8180
TIA/EIA	Telecommunications Industry Association/ Electronic Industries Alliance www.tiaonline.org	(703) 907-7700
TMS	The Masonry Society www.masonrysociety.org	(303) 939-9700

TPI	Truss Plate Institute, Inc. www.tpinst.org	(703) 683-1010
UL	Underwriters Laboratories Inc. www.ul.com	(800) 704-4050 (877) 854-3577
WCLIB	West Coast Lumber Inspection Bureau www.wclib.org	(800) 283-1486 (503) 639-0651
WCMA	Window Covering Manufacturers Association (See WCSC)	(212) 661-4261
WCSC	Window Covering Safety Council www.windowcoverings.org	(800) 506-4636 (212) 297-2100
WDMA	Window & Door Manufacturers Association (Formerly: NWWDA - National Wood Window and Door Association) www.wdma.com	(800) 223-2301
WI	Woodwork Institute (Formerly: WIC - Woodwork Institute of California) www.wicnet.org	(916) 372-9943
WIC	Woodwork Institute of California (See WI)	
WMMPA	Wood Moulding & Millwork Producers Association www.wmmpa.com	(800) 550-7889 (530) 661-9591
WWPA	Western Wood Products Association www.wwpa.org	(503) 224-3930

SECTION 3 JOC Program Overview

- 3.1 The Contract Documents establish a Job Order Contracting program including regional Job Order Contracts.
- 3.2 This Contract is an indefinite quantity contract pursuant to which the Contractor may perform an ongoing series of individual projects at different locations throughout the State as identified by seven (7) separate regions. See Request for Qualifications, PART 11, EXHIBIT 1, "Regions Map." The Contract documents include a Construction Task Catalog® (CTC) containing construction tasks with preset unit prices. All unit prices are based on local labor, material and equipment costs and are for the direct cost of construction only. The Contract Documents also include the Technical Specifications.
- 3.3 Prior to contract award, the State and the highest-ranking Contractor's on the short list will negotiate Adjustment Factors to be applied to the unit prices in any resultant contract. When preparing a Job Order Price Proposal, the Contractor shall select the appropriate Adjustment Factor for each task. Those Adjustment Factors are as follows:
 - A. Adjustment Factor for performing Work during Normal Working Hours for Owner funded projects;
 - B. Adjustment Factor for performing Work during Other Than Normal Working Hours or All Working Hours at Secure Locations for Owner funded projects;
 - C. Adjustment Factor for performing Work during Normal Working Hours for Federally funded projects;
 - D. Adjustment Factor for performing work during Other Than Normal Working Hours or All Working Hours at Secure Locations for Federally funded projects.
- 3.4 Secure Locations means those buildings and grounds (sites) that require specific security-related criteria where access to the work site or the site's daily operations negatively affects the Contractor's productivity on a daily basis. These include but are not limited to public access and operations security. These locations require the Contractor to follow stipulated requirements to perform work at the site, without exception. Examples of such sites include but are not limited to those for the State Facilities at Sky Harbor Airport (Department of Emergency and Military Affairs), Arizona Department of Corrections and Arizona Department of Juvenile Corrections. At the Joint Scope Meeting, any areas of work that are considered secure locations will be identified.
- 3.5 As projects are identified the Contractor will attend a Joint Scope Meeting with the Owner, Design Professional, and others. The Owner will prepare a Detailed Scope of Work and issue a Job Order Proposal Request to the Contractor. The Contractor will then prepare a Job Order Proposal for the project including a Price Proposal, proposed Construction Schedule, Sketches and/or Drawings, a list of Subcontractors, and other requested documentation. If the Proposal is found to be acceptable, a Job Order may be issued.
- 3.6 A Job Order will reference the Detailed Scope of Work and set forth the Job Order Completion Time, and the Job Order Price. The Job Order Price is determined by multiplying the preset unit prices by the appropriate quantities and by the appropriate Adjustment Factor as set forth in more detail in Section 8, Procedures to Develop all Job Orders. The Job Order Price shall be a lump sum, fixed price for the completion of the Detailed Scope of Work. Changes, deletions and additions to the Detailed Scope of Work will be contained in Supplemental Job Orders.
- 3.7 The Work to be performed under this Contract will be building, alteration, system replacement, remodeling, renovation, maintenance and repair of real property in the State of Arizona, in accordance with SECTION 5, "Scope of Work/Requirements Document".
- 3.8 The Work to be performed under this Contract will include tasks in a combination of trades, for example, carpentry, excavation, electrical, sheet metal, painting, demolition, concrete, masonry

and welding.

- 3.9 It is anticipated that the Contractor will perform multiple Job Orders.
- 3.10 The Owner will pay the Contractor the Job Order Price for completing the Detailed Scope of Work within the Job Order Completion Time.
 - A. Each Job Order issued under this Contract for a project shall not be a minimum dollar value. Since Supplemental Job Orders are for changes, deletions, and additions to an existing Project, Supplemental Job Orders may be for less than \$5,000 and some may have a negative value. The total value of all Job Orders and Supplemental Job Orders issued in connection with a single project shall not exceed \$1,000,000 for State agencies and up to their authorized Job Order Contracting dollar thresholds for Cooperative Program Members.
 - B. For each Job Order issued between \$1.00 to \$1000.00 the Contract may charge a one-time trip charge of not to exceed \$100.00.
- 3.11 The Minimum Contract Value of Job Orders to be issued under each term of the Contract shall be \$0.00.
- 3.12 Owner will have the right to elect to perform work of the types included in the Contract Documents itself or to have other contractors perform such work. Such action by Owner will not be a breach of, or otherwise violate, the Contract Documents.

SECTION 4 COMMON GOAL, TEAM CONCEPT

- 4.1 The common goal for the JOC Program is the completion of quality construction projects meeting Owner's needs, budget, and time schedule, at a reasonable and appropriate cost to Owner, and with a reasonable and appropriate fee for the Contractor, Subcontractors and any Design Professionals.
- 4.2 Owner, Contractor, Subcontractors and any Design Professionals commit, at all times, to cooperate, coordinate, collaborate and communicate fully with each other and with others involved in each Job Order and in the Job Order Contracting Program.
- 4.3 Owner, Contractor, Subcontractors and any Design Professionals will try to anticipate potential problems before they arise. They will communicate promptly with each other, and they will act quickly and cooperatively and in coordination to find ways to avoid potential problems. For problems that actually arise, they will attempt to solve actual problems early by identifying them as early as possible and acting on them quickly. Regardless of its nature, each potential or actual problem is a "team" or "project" problem that Owner, Contractor, Subcontractors and any Design Professionals will try to solve together cooperatively and collaboratively.
- 4.4 **The JOC Program is not to be used as a comparison pricing mechanism for departments to find out how much a project will cost when compared to other procurement methods.** In advance of using the JOC Program, user should have already researched options for procurements and concluded that JOC is the best method for the project.

SECTION 5 ADMINISTRATION OF JOC PROGRAM

5.1 Planning, Progress and Scheduling; Communications; Meetings; and Reports (if required per Job Order Form).

- A. Planning, scheduling and progress monitoring are essential functions of Contractor.
- B. Contractor shall employ and supply a sufficient force of workers, material and equipment, and shall complete each Detailed Scope of Work with such diligence as to maintain a steady rate of progress, to prevent Work stoppage and to ensure completion of each Job Order within the Job Order Completion Time.
- C. All project notices, requests, instructions, modifications, approvals, and claims must be in writing, unless expressly specified otherwise in the Contract Documents.
- D. Copies of all communications from Contractor to Design Professional, or Owner Representative shall be delivered to Owner.
- E. Computer Requirements. The Contractor shall maintain at its office for its use a computer with, at a minimum, a 1 GHz processor and an internet connection. The Contractor shall maintain individual email accounts for each of its project managers.

5.2 JOC Program Meetings (if required per Job Order Form).

- A. There will be regular oversight meetings attended by the Site Manager and the Owner Representative concerning the JOC Program, as determined by the Contract Procurement Officer of Record. Each meeting will be held at a time and day designated by Owner Representative.
- B. There will be separate ad hoc meetings attended by the Site Manager when requested by the Owner Representative or the Site Manager.

5.3 Individual Project Meetings (if required per Job Order Form).

- A. If Owner determines that a meeting on a particular Job Order is necessary and appropriate, then at a time designated by Owner, a progress meeting will be held at the Site. Contractor, together with representatives of its major Subcontractors, shall attend, as will the Owner and its representatives. Contractor shall be responsible for notifying Subcontractors of their required attendance. The purpose of this meeting will be to discuss the progress of the Detailed Scope of Work and to resolve any problems that may have developed or that are anticipated. Unless followed up in writing, verbal authorizations or acknowledgments by anyone present shall not be binding.

5.4 Meeting Minutes (if required per Job Order Form).

- A. Owner Representative, or Contractor if designated by Owner Representative, will take and issue minutes for all meetings.

5.5 Reports (if required per Job Order Form).

- A. One day before any scheduled Owner Representative and Site Manager meeting, Contractor will deliver to Owner Representative an update report ("Update Report") for the JOC Program showing the following:
 - 1. A list of all prospective, but not yet issued, Job Orders, the status of each actual or anticipated issue related to each prospective Job Order and recommended action to resolve each issue.

2. A list of all issued and in process Job Orders, the status of each, actual or anticipated, issues relating to each Job Order, and recommended action to resolve each issue.
3. Any other actual or anticipated issue relating to the JOC Program and recommended action to resolve each issue.

5.6 Administrative.

- A. Contractor agrees that it will have, or will establish, and will maintain during the JOC Program an administrative office at which Contractor will administer the JOC Program.

5.7 Hazardous Materials or Substances. (Also, see *Special Terms and Conditions, Paragraph 3.20, Asbestos Containing Material and Hazardous Materials and Substances.*)

A. Definitions

1. **“Hazardous Substance”** means a substance, material or hazardous waste which, by reason of being explosive, flammable, poisonous, corrosive, oxidizing, irritating or otherwise harmful, is likely to cause death or injury.
2. **“Hazardous Waste”** means “hazardous waste”, as defined in the Resource Conservation and Recovery Act of 1976 and the Solid Waste Disposal Act (42 U.S.C. 6901 et seq.) and any successor statutes and any regulations, rules or guidelines promulgated pursuant thereto as in effect from time to time (including, without limitation, any such waste resulting from removal of, demolition of, modifications of or additions to part or all of any existing structure, facility or equipment).
3. **“Contractor Hazardous Waste”** means any Hazardous Waste arising during or from Work that is generated by the acts or omissions of Contractor or a Subcontractor.
4. **“Release”** means any discharging, disposing, dumping, emitting, emptying, escaping, injecting, leaching, leaking, pouring, pumping, releasing, spilling, or similar action or event.
5. **“Contractor Release”** means any Release of a Hazardous Substance on Owner’s property during the Work arising from acts or omissions of Contractor or any Subcontractor. This includes a Release of a Hazardous Substance pre-existing on Owner’s property under the following circumstances:
 - a. If Owner has made Contractor aware of the existence of the Hazardous Substance pre-existing on Owner’s property and if Owner has provided an area free from the Hazardous Substance sufficient for Contractor to perform the Work; or
 - b. If Owner has not made Contractor aware of the pre-existing Hazardous Substance on Owner’s property, but Contractor or any Subcontractor failed to act reasonably when it encountered the Hazardous Substance.
6. **“Owner Hazardous Waste”** means Hazardous Waste (i) in any existing structure, facility or equipment on Owner’s property or otherwise present on Owner’s property at commencement of the Work, and (ii) that is not Contractor Hazardous Waste.
7. **“Project Hazardous Waste”** means any Hazardous Waste arising on Owner’s property as the result of Work identified in the Detailed Scope of Work.

8. **“OSHA”** means the Federal Occupational Safety and Health Act (29 U.S.C. Section 651 et seq.) and any successor statutes and any regulations, rules or guidelines promulgated pursuant thereto as in effect from time to time.
- B. Compliance with Environmental Law and OSHA. Contractor shall, and shall cause each Subcontractor, to comply with all Environmental Law and provisions of OSHA applicable to: (1) Contractor; (2) Subcontractors; (3) the Detailed Scope of Work under each Job Order and; (4) all of their activities in respect to any Work.
- C. General Provisions on Contractor Hazardous Waste.
1. Contractor is liable for the cleanup of, and any injury resulting from, Hazardous Waste generated by Contractor.
 2. Contractor is liable for the cleanup of, and any injury resulting from, any unreasonable acts by Contractor or Subcontractor involving Hazardous Waste.
 3. Owner is not liable for any injury to Contractor or Subcontractors caused by hazardous waste existing on Owner’s property at the commencement of the Detailed Scope of Work if Owner has provided notice to Contractor of pre- existing hazardous waste.
- D. General Provisions on Hazardous Substances.
1. Hazardous Substances, excluding Hazardous Waste, may be transported to and from, and stored, and used on Owner’s property in such quantities as are generally recognized to be usual and customary for performance of the Detailed Scope of Work.
 2. Hazardous Waste may be generated on Owner’s property of such kinds and in such quantities as are generally recognized to be usual and customary in connection with performance of the Detailed Scope of Work. Hazardous Waste so generated may not be stored on Owner’s property without prior approval of Owner.
 3. Prior to final completion of the Detailed Scope of Work, Contractor shall remove from Owner’s property, and dispose of in accordance with Environmental Law and OSHA, any Hazardous Substances brought onto Owner’s property during the Detailed Scope of Work or used in connection with the Detailed Scope of Work.
 4. Other than as provided in the three preceding paragraphs immediately above, Contractor shall not, and Contractor shall cause all Subcontractors to not, dispose of, generate, manufacture, process, produce, Release, treat or otherwise store, use or have in or on, or transport to or from Owner’s property any Hazardous Substance, regardless of whether the Hazardous Substance is preexisting on Owner’s property of otherwise.
- E. Releases of Hazardous Substances
1. Upon any Release of any Hazardous Substance in connection with the Detailed Scope of Work, whether relating to a pre-existing condition on Owner’s property (for example, arising from any demolition of, removal of, modification of, or addition to any structure, facility or equipment) or relating to acts or omissions of Contractor or a Subcontractor, Contractor shall take any immediate action reasonably necessary to contain the Release.

2. If the Release is not a Contractor Release, Owner will pay Contractor the reasonable costs incurred by Contractor in taking such reasonably necessary immediate action necessary to contain the Release.
3. Owner may elect to have Contractor control and carry out any containment, clean-up, removal and remediation activity as to a Release. If the Release is not a Contractor Release, Owner will pay Contractor reasonable costs and expenses of performing such activity. If the Release is a Contractor Release, Contractor shall pay all such costs and expenses. Contractor will not be obligated to begin performing the activities, and shall not begin the activities, until Contractor and Owner have agreed in writing on the tasks to be performed by Contractor and the amount to be paid to Contractor, if any, for performing the activities.
4. Alternatively, Owner shall have the right to elect to control and carry out any containment, clean-up, removal and remediation activities.
5. Regardless of who carries out the activities in the preceding two paragraphs, Contractor shall absorb, without reimbursement from Owner, all costs and expense incurred by Contractor in connection with any Contractor Release. In addition, Contractor shall pay or reimburse Owner for all costs and expenses incurred by Owner relating to any Contractor Release, including without limitation, costs and expenses of third parties engaged by Owner. If the amount is not paid promptly, Owner may offset the amount against any amount payable by Owner to Contractor under the Job Order or otherwise.
6. Remediation, removal, and other cleanup action arising from any Release shall be in full compliance with Environmental Law and OSHA and shall be subject to approval by Owner. In addition, Owner may require remedial, removal or other cleanup action in excess of applicable minimum requirements of Environmental Law and OSHA (A) as reasonably necessary or appropriate in the judgment of Owner to permit human use and habitation of Owner's property and to permit use of Owner's property for its intended use, and (B) as reasonably consistent in the judgment of Owner with such habitation and uses.

F. Hazardous Waste

1. Owner will arrange for handling, storage and disposal of any Owner Hazardous Waste.
2. Contractor shall assure proper handling (including, without limitation, segregation from waste that is not Hazardous Waste) and storage of Contractor and Project Hazardous Waste in full compliance with Environmental Law and OSHA.
3. If Owner discovers that Contractor has not properly handled Contractor and Project Hazardous Waste, Owner may make arrangements for proper disposal of said Contractor or Project Hazardous Waste. Contractor shall pay all of Owner's expenses of storing, handling and disposing of Project and Contractor Hazardous Waste. Owner will deliver a statement to Contractor showing Owner's expenses, and Contractor will promptly pay such amount to Owner. If the amount is not paid promptly, Owner may offset the amount against any amount payable by Owner to Contractor under the Job Order or otherwise.

G. Environmental Notifications to Owner

1. Contractor shall notify Owner immediately upon occurrence of any of the following:

- a. any discovery by Contractor or a Subcontractor of any Hazardous Substance in any existing structure, facility or equipment on Owner's property.
 - b. any Release of any Hazardous Substance on Owner's property in connection with the Detailed Scope of Work;
 - c. the creation or generation of any Hazardous Waste resulting from the Detailed Scope of Work (including, without limitation, Hazardous Waste arising from the removal of, demolition of, modification of, or addition to any existing structure, facility or equipment);
 - d. the need for any remediation or removal of any Hazardous Substance relating to the Detailed Scope of Work whether relating to a pre-existing condition on Owner's property or to acts or omissions of Contractor or a Subcontractor; or
 - e. any claim, demand, inquiry, investigation, litigation or other action or proceeding by any governmental authority or other person relating to any Hazardous Substance, Hazardous Waste, Environmental Law or OSHA relating to Work.
2. Except for immediate action to contain any Release of any Hazardous Substance and except for interim handling and storage of Project Hazardous Waste, Contractor shall not take any action on any of the above matters without the prior written approval of Owner, and Owner shall have the right to elect to control and carry out any such action or matter.

5.8 Material Safety Data Sheet Submittals.

- A. Contractor shall include a copy of the MSDSs with the packing list or other suitable shipping document that accompanies each shipment to the job site.
- B. Prior to shipping hazardous materials (solids, liquids, cryogenic liquids, gases) hereunder, Contractor shall provide the Owner with two (2) copies of the Material Safety Data Sheet (MSDS) [U.S. Department of Labor "OSHA Voluntary form (Non-Mandatory Form)" or equivalent thereof] for each material, inclusive of all required information.
- C. The Contractor shall notify the Owner's Representative of any hazardous or toxic materials or any combination thereof that may produce a hazardous environment or any potentially dangerous process intended for use at the project site. The submittal will include the safety or control measures the Contractor proposes to implement. The Contractor shall not deliver any such material to the project site until so authorized by the Owner's Representative. This clause will be included in any subcontract issued for Work on this contract.
- D. Where two (2) or more hazardous materials are supplied separately or in kit form for the purpose of combining such materials to form an end compound that is the result, in whole or in part, of a chemical reaction, Contractor will provide an MSDS for the end compound as well as for each component part.
- E. The Contractor shall provide an MSDS for any propellant or explosive. In the case of explosive devices, the MSDS may be specific for the explosive device or may be the MSDS for the explosive material contained in the device.
- F. Contractor shall send one (1) copy of the MSDS to the Owner's Representative prior to shipment and include one copy with the shipment.

- G. Proprietary or trade secret information about products containing a hazardous material, as defined above, will be disclosed as required by applicable statutes and government rules, regulations, and orders.
- H. Mandatory resubmission of an MSDS is required with each change in formulation of the material that affects its hazardous characteristics, with each change in information regarding the material's hazardous characteristics, and with each change in information regarding handling procedures for the material.
- I. The Contractor shall include, or cause to be included, the following additional information in an attachment to the MSDS:
 - 1. NFPA (National Fire Protection Association) hazard identification signal numbers and symbols;
 - 2. Proper DOT shipping name, UN number, hazard-class number, packing group number, labeling requirements, and any specialized container requirements; and
 - 3. DOT Exemptions and Department of Defense Certificate of Equivalency (COE) - Any solid or liquid chemical material, gases, and all cryogenic liquids that require specification containers or cylinders must be so supplied, unless Seller obtains and submits applicable DOT Exemptions or Department of Defense COEs to Buyer as provided above.
- J. All primary containers of hazardous materials shall bear labels that comply with all aspects of the labeling requirements in all applicable statutes and government rules, regulations, and orders.
- K. All inside and outside shipping containers shall comply in all respects with all applicable statutes and government rules, regulations, and orders, utilizing specification containers when required.
- L. The MSDS shall be furnished at the time of delivery of the material. Failure to provide the MSDS with the material at time of delivery will result in rejection of the material pursuant to the provisions of this contract addressing acceptance, rejection, and/or inspection of goods.
- M. The Contractor shall submit one (1) copy of the MSDS, unless a previous copy of the MSDS has been submitted and is still valid. The MSDS shall be sent to the following appropriate address depending on where the Job Order originated:

Owner Representative as shown in Section IV of the Job Order

5.9 Indoor Air Quality Control Requirements

- A. General. The Contractor shall follow design approaches of the Sheet Metal and Air Conditioning National Contractors Association (SMACNA) IAQ Guidelines for Occupied Buildings under Construction, 2nd Edition, ANSI / SMACNA 008 - 2008, and ASHRAE std 62.1-2010.

The Contractor shall follow project specific strategies and requirements to ensure the best possible building environment is maintained during the construction project. The existence of construction dirt, dust, toxins and objectionable odors in the occupant's workspace is unacceptable. To avoid occupant exposure to diminished air quality during construction or renovation projects, Contractors and Subcontractors shall follow the following guidelines:

- 1. Indoor Air Quality (IAQ) Management Plan (applicable to all Job Orders over \$100,000). The Contractor shall implement an indoor air quality management

plan to be approved by the Owner's Representative. The purpose of the plan is to prevent residual problems with indoor air quality in the completed building and to protect workers on the site and building occupants from undue health risks during construction. The plan shall identify specific measures to address:

- a. Control of problem substances, including: construction dust, chemical fumes, off-gassing materials, and moisture. The plan will ensure that these substances are not introduced into the building environment during, or upon completion of construction.
 - b. Pre-project planning, including:
 - 1) Hazardous product identification and substitution,
 - 2) Materials storage,
 - 3) Safe installation,
 - 4) Project sequencing,
 - 5) Monitoring, and
 - 6) Cleanup.
2. Scheduling. Whenever possible, the Contractor shall schedule all activities that can be reasonably anticipated to compromise indoor air quality for times in which the building is not occupied. Scheduling of activities such as the installation of sealants, caulks, paints, etc. will be sequenced such that proper venting of objectionable odors can be accomplished to keep odor emissions as low as reasonably achievable.
3. HVAC Protection – During Construction. Contractor shall protect and enclose ductwork on site to keep all supply, return and exhaust ductwork free of dust, dirt, mold and air-borne contaminants. All open ends of installed supply, return, exhaust ductwork or return air shaft openings are to be sealed by the Contractor with plastic materials to prevent contamination, until startup or testing/operation of system. When the air distribution systems will be operating during construction, Contractor shall include temporary filtration media on all return air openings and check/replace during construction as necessary to ensure that building air quality and system operation are not impacted. The central filtration system shall be monitored and clean filters will be installed by the Contractor during heavy construction.
- a. Return Air Systems. Contractor shall shut down all return air systems and openings during the heaviest periods of construction to prevent dust and odors from entering the system and settling in the ductwork, or being released throughout the building.
 - b. Supply. Contractor shall keep the supply side of the HVAC system clean. When the HVAC system is off, Contractor shall cover all ducts and diffusers, and inspect and clean them as necessary. During start up, it will be common for some dirt to be discharged, however if it is a considerable amount of debris Contractor shall change the filters until the proper indoor air quality is restored.
 - c. Filtration. Contractor shall replace installed filtration media with new materials at the end of construction, prior to occupancy. MERV ratings of filters used during construction will meet LEED IAQ Credit requirements.

Daily monitoring of temporary filters during heavy construction activity shall be performed by Contractor.

If any HVAC equipment will be operated during construction, Contractor shall use temporary air filters with a minimum MERV-8 rating on all return air openings and within the air handling equipment and 100% outdoor makeup air will be utilized in lieu of return air from construction spaces.

d. Duct Work. Contractor shall comply with the following:

- 1) All ductwork sections, fan terminal unit (FTUs) and variable air volume (VAV) boxes and equipment in storage or staged on site, shall be physically protected by wrapping in plastic and covering completely, and stored in a clear area, free from construction activities on wood blocking supports with a minimum of four (4) inches off the floor surface until installed. Absorptive insulating materials shall be weather protected from moisture damage.
- 2) All openings to include piping, ductwork, and conduit system openings shall be closed at the end of each work day for systems under construction, or when HVAC equipment is shutoff at end of day for operational systems. Ductwork and/or insulation, which contain moisture or is wet, shall not be installed. Installed ductwork and/or insulation, which is wet, shall be removed and replaced with new. All newly installed fresh air intake louvers, openings, ductwork, etc. for indoor air handling units, perimeter louvers, exhaust openings, etc. shall be covered with plywood and plastic until ready to be operational. Ductwork, after installation, shall be kept clean.
- 3) All open ends of installed supply, return, exhaust ductwork or return air shaft openings shall be sealed by the Contractor with plastic materials to prevent contamination, until startup or testing/operation of system.
- 4) All condensate drain flows from mechanical equipment shall be constantly monitored for leaks, proper flow and blockage prevention.
- 5) For projects with special minimum or maximum indoor humidity levels as required for proper preparation or installation environment for millwork, casework, wood finishes and furnishings, etc. Contractor's project construction team shall collectively plan means and methods to achieve minimum or maximum humidity levels, and provide these plans to the Owner's Representative.
- 6) Central filtration media in equipment shall be changed on a regular basis by the Contractor in conformance with Sheet Metal & Air Conditioning Contractors' National Association (SMACNA Standards and to meet LEED Requirements.
- 7) At completion of construction and prior to occupancy, temporary filtration media in all equipment shall be removed and replaced with permanent filters with a minimum MERV-13 rating unless specified permanent filtration media is as good or a better rating, in accordance with LEED Requirements.

- 8) Specific IAQ requirements and procedures regarding prevention of airborne infection isolation, air pressure and exchange ranges, filtration and control requirements for specific healthcare and laboratory spaces shall be handled on a job-specific basis and issued by addendum to the project requirements.

4. Source Control – During Construction

- a. A concurrent approach for maintaining construction indoor air quality is source/pollution control. Whenever possible, electric powered equipment shall be utilized in lieu of fuel powered equipment to limit combustion discharge into the project site.
 - b. The Contractor shall implement measures for exhausting all contaminants out of the building and away from air intakes. Construction processes which may create a hazardous environment, or create objectionable odors such as installation of epoxy flooring, etc. shall be properly identified during construction and signage will be posted to advise workers of potential hazards or personal protective equipment requirements. Whenever practicable, the Contractor shall utilize methods such as local recirculation of air by filtering out all odors and dust; all filters shall be properly selected for the materials they will be controlling. Determination of odor control and ventilation means shall be made by and at the expense of the installing Subcontractor.
 - c. Construction areas that create a large amount of contaminants as defined by the (SMACNA) IAQ Guideline for Occupied Buildings under Construction and OSHA Guidelines, whether air borne dust, or drywall dust shall be properly ventilated away from other construction activities to reduce the transfer of the contaminants from one work area to another work area.
 - d. Temporary exhaust fans directed to the building exterior shall be provided by at the expense of the installing Subcontractor.
 - e. All finish materials (i.e. carpet, ceramic tile, paints, stains, etc.) shall be covered or contained prior to installation and after installation as much as possible, along with all waste material by the installing Subcontractor.
 - f. Construction activities shall be inspected for visible moisture when installing drywall by the installing Subcontractor. Upon identification of moisture in drywall by the installing Subcontractor and with the assistance of the Owner's Representative, the source of the moisture is to be verified and eliminated and specific measures to remediate will be followed.
 - g. No materials shall be covered up which are wet or can absorb moisture. Wall vapor barriers shall be checked constantly by the installing Subcontractor for proper installation.
5. Reduce Construction Dust. Construction generated dusts shall be contained to the greatest possible extent through the use of vacuum assisted drywall sanding equipment, and use of vacuums instead of brooms to clean construction dust from floors.
6. Ventilation. The Contractor shall use volatile organic compound (VOC) free or low VOC products whenever possible. All products that cannot be used as above due to architect requirements must have the product reviewed and approved by

the Owner's Representative. In addition, activities that release VOCs into a facility may require, at the discretion of the Owner's Representative, temporary ventilation systems until the building returns to its pre-construction condition. These include but are not limited to: painting (even with no- or low-VOC paints), spreading of floor adhesives, and use of large amounts of caulk, sealants, and cleaning agents. Additionally, the installation of large amounts of building materials, such as carpet or vinyl-based flooring products and composite wood cabinets and shelves, may require extra ventilation.

7. VOC-Emitting Products (Carpet, Paints, Furnishings) – Supplemental Ventilation. An exhaust fan shall be used to pull the air out of the building, not to push outdoor air into the building. The fan shall be placed in a window or exterior door as close to the Work area as possible, and any openings in the window or door around the fan shall be temporarily sealed with plastic or cardboard. A window or exterior door at the opposite end of the room or building is to be opened, so that outdoor air will flow across the work area and sweep polluted air out through the exhaust fan. Exhaust Fans shall provide at minimum 5 air changes per hour (5 ACH). Ventilation shall continue for a minimum of 24 hours after completion, or until there are no longer any noticeable odors.
8. Wet Sanding Methods for Gypsum Board Assemblies. Exception: Dry sanding is acceptable if the following measures are taken:
 - a. Full isolation of space under finishing.
 - b. Plastic protection sheeting is installed to provide air sealing during the sanding.
 - c. Closure of all air system devices and ductwork.
 - d. Sequencing of construction precludes the possibility of contamination of other spaces with gypsum dust.
 - e. Worker protection is provided. Use safety meetings, signage, and Subcontractor agreements to communicate the goals of the construction indoor air quality plan.
9. Clean Spills Immediately. If solvents, cleaners, gasoline, or other odorous or potentially toxic liquids are spilled onto the floor, Contractor shall clean up immediately. If a spill occurs on an easily replaced building material, Contractor shall replace with new material.
10. Pathway Interruption – During Construction. All project equipment and material staging areas shall be located away from critical air flow pathways. Mechanical rooms and air handling equipment areas shall not be used as storage space for construction materials and waste.
11. Housekeeping – During Construction. Contractor shall clean up construction waste, debris and rubbish during all phases of construction. All lunch papers, cups and other litter shall be placed into trash receptacles. Food and drinks, other than drinking water, shall not be allowed in the building interior. Cigarette smoking, cigar smoking or chewing tobacco shall not be allowed in the building interior.

Before sealing up a vertical shaft or chase, the bottom area and all surfaces shall be cleaned of trash, dust, dirt and debris by shaft construction and installing Subcontractor. Loose insulation media material installation shall be controlled and monitored by the installing Subcontractor and shall prevent fiber discharge or particle release. Contractor shall provide pedi-mats or clean gravel

to limit foot traffic dirt from migrating into the building for each construction entry location.

12. Use of Combustion Equipment Indoors Prohibited. Engines and heaters that run on gasoline, diesel, kerosene, or other fossil fuels shall not be operated indoors unless approved by Owner's Representative, and only when large quantities of exhaust ventilation are provided to remove combustion pollutants such as carbon monoxide and moisture.
13. Liquid Storage Outdoors. To reduce the possibility of spills during storage, transfer, or mixing, all odorous or toxic liquids are to be stored in a previously approved location outside the building and protected against heat or freezing.
14. Indoor Air Quality – Post Construction, Prior to Occupancy.
 - a. Upon completion of the project and prior to occupancy, the Owner may contract with an independent agency to perform a complete hygienic test of indoor air quality by an industrial hygienist certified in comprehensive practice by the American Board of Industrial Hygiene.
 - b. IH testing may be used to verify accordance with the US Green Building Council Criteria and referenced EPA Standards and may include testing for formaldehyde, particulates (PM10) total volatile organic compounds, and 4-phenylcyclohexane. One sample may be taken for each 25,000 square foot area, as a maximum.
 - c. The US Green Building Council Criteria also includes guidelines for carbon dioxide which may either be measured when the building is fully occupied, or may be calculated based on ventilation measurements. Testing of carbon dioxide levels may be included in hygienic testing.
 - d. Multiple sets of samples of each suspect compound may be taken in the newly completed areas and sent to certified laboratory facilities. For each material sample sent, a blank may be included as a quality control check. To insure appropriate detection limits, samples may be taken for approximately seven (7) hours.
 - e. If sampling is done in accordance with the above paragraphs, laboratory facilities accredited by the American Industrial Hygiene Association shall be used to complete analyses. Independently documented results, which compare the sample results to the US Green Building Council Guidelines, shall be provided. The Action Plan for corrective measures when any unfavorable readings are encountered in any testing zone for any level above the pre-determined thresholds, shall be to verify the source of the unfavorable readings with the industrial hygienist; remediate or eliminate the source; perform ventilation flush-out; perform additional testing at the expense of the contractor responsible for the installation or introduction of the source of the unfavorable readings.

5.10 Contractor's Management of the Detailed Scope of Work

- A. Contractor shall competently and thoroughly direct and superintend the Detailed Scope of Work and shall be solely responsible for all construction safety, means, methods, techniques, sequences and procedures.
- B. Contractor shall coordinate and schedule the Detailed Scope of Work, the performance of all its employees, agents, independent contractors, Subcontractors and Suppliers, and the timely procurement of all necessary labor, materials, equipment, supplies, and all else needed to complete the Detailed Scope of Work.

- C. Contractor shall at all times enforce strict discipline and good order among the workers on each Job Order and shall not employ or continue to employ on any Job Order any unfit person or any person not skilled in the Work assigned to him. Contractor shall be responsible to Owner for all acts and omissions of its employees, agents, independent contractors, Subcontractors, Suppliers, anyone whom Contractor may allow to perform, inspect or supervise any Work, and their employees, agents and independent contractors together with anyone whom Contractor may allow to come on the Site. In addition, if Contractor receives written notice from Owner to dismiss any unskilled or unfit Subcontractors, Suppliers, employees, agents or independent contractors or one who is a hindrance to proper or timely execution of the Work, Contractor shall dismiss the same and agrees to replace those dismissed without delay to the Work and at no additional cost to Owner. At Arizona Department of Corrections locations, background checks and clearances are required for all Contractor and Subcontractor employees.

5.11 Contractor's Site Manager

- A. Contractor shall employ as Site Manager a proposed Site Manager in Contractor's Statement of Qualifications submitted in response to Owner's Request for Qualifications and necessary assistants.
- B. Among other activities, the Site Manager shall (i) perform the Job Order Development Services for prospective Job Orders when requested by Owner, (ii) oversee the Detailed Scope of Work under each Job Order, (iii) oversee all of the Contractor's activities with respect to the Job Orders and (iv) visit the Sites as necessary and appropriate to assure the completion of the Detailed Scope of Work within the Job Order Completion Time and in accordance with the Contract Documents.
- C. Site Manager shall have such assistants with such individual competencies (including, without limitation, scheduling, etc.) as may be necessary to administer and manage all Job Order Development Services, all aspects of the Detailed Scope of Work, and all of the Contractor's activities with respect to the Job Orders.
- D. A communication to the Site Manager or his designated assistants by the Owner, the Design Professional, or the Owner Representative is binding upon Contractor.
- E. The Site Manager shall be responsible to review work details with their subcontractors and suppliers in advance of the subcontractor or supplier being on site to include but not be limited to work locations and site rules. In no circumstances should the subcontractor or supplier ask to review these same work details with the Owner. If a subcontractor or supplier has a question, they are to first communicate with the Site Manager.
- F. Site Manager shall be responsible for the prevention of accidents at each Site. The Commercial Construction Safety Code of the Arizona Industrial Commission shall apply to all Work and a copy of the Code shall be available at the Contractor's office.
- G. If on the Contract Date or any time thereafter, Contractor desires to use a person as Site Manager other than the Site Manager proposed in the Contractor's Formal Sealed Qualifications, the substitute Site Manager must be as qualified, in the reasonable judgment of Owner, as the person being replaced and must be approved by Owner, such approval shall not to be unreasonably withheld or delayed. In determining whether to approve a substitute Site Manager, Owner may elect to use part or all of the criteria and process used to evaluate the proposed Site Manager under the Request for Qualifications (including, without limitation, questionnaires and a candidate interview).
- H. Upon reasonable request of Owner, Contractor will replace any Site Manager.

5.12 Owner Representative and Design Professional

- A. Owner Representative will be as stated on the Job Order. In addition to the normal responsibilities of a project manager, the Owner Representative will have the administrative responsibilities of the outside design professional in a normal design-bid-build or construction-manager-at-risk project, even when Owner engages a Design Professional for Design Services for a Job Order. The role of the Design Professional will be as set forth in the Contract Documents.
- B. Owner Representative will oversee the Detailed Scope of Work on behalf of Owner. Owner Representative may be an employee of Owner or an independent person engaged by Owner.
- C. If the nature of the Detailed Scope of Work requires sealed construction drawings, the drawings will be sealed by the Design Professional. Installation drawings by the Contractor are the responsibility of the Contractor.
- D. If Owner provides a Design Professional for a Job Order, Design Professional shall have the right, responsibility and authority to carry out the specific obligations and activities of Design Professional in the Contract Documents and in the contract between the Design Professional and the Owner, which incorporates this Operating Manual, including any amendments thereto (collectively known as "Design Professional Contract Documents"). A copy of the Design Professional Contract Documents and any amendments will be furnished to Contractor, upon request of Contractor.
- E. Any Design Professional shall have such access to the Site as Design Professional determines to be appropriate in order to perform the Design Services and the other services of Design Professional. Owner Representative shall have access to the Site as the Owner Representative determines to be appropriate in order to perform oversight services for Owner. Owner Representative will visit the Site as determined by Owner Representative or Owner to be appropriate in order to advise Owner as to the quality and progress of construction. Contractor, Subcontractors and Owner shall cooperate with Design Professional and Owner Representative in all respects with regard to performing their functions.
- F. Owner Representative will be the initial interpreter of the requirements of the Contract Documents as they relate to a Job Order, provided that when the interpretation involves documents prepared by a Design Professional, Owner Representative will consult with Design Professional and obtain Design Professional's view before rendering the interpretation and may elect to have Design Professional render or join in the interpretation. Design Professional shall consult with the Owner Representative whenever requested by Owner Representative.
- G. Design Professional and Owner Representative shall render written interpretations of the documents prepared by Design Professional with reasonable promptness following a written request from Owner or Contractor. These interpretations shall be consistent with the intent of the Contract Documents. Before issuing the interpretation, Owner Representative and Design Professional must discuss the matter with Site Manager.
- H. Following consultation as necessary with Owner, Owner Representative will take appropriate action on Supplemental Job Orders and may authorize Minor Changes in the Detailed Scope of Work, provided that when the Supplemental Job Order or Minor Change involves documents prepared by a Design Professional, Owner Representative shall consult with Design Professional and obtain Design Professional's view before taking action on the Supplemental Job Order or Minor Change. Design Professional shall consult with the Owner Representative.
- I. Owner Representative and Owner, acting jointly or independently, will have authority to reject all or any portion of the Detailed Scope of Work that does not conform to the Contract Documents and Job Order and to require special inspection or testing, but Owner

Representative will take such action only after consultation with Site Manager, Owner and, if determined by Owner Representative to be appropriate, Design Professional.

If Owner observes or otherwise becomes aware of any fault or defect in the Detailed Scope of Work or non-conformity with the Contract Documents or Job Order, Owner will give prompt written notice thereof to Contractor. Failure of Owner or Owner Representative to notify Contractor shall not reduce, change, lessen or alleviate in any way, Contractor's duties and obligations under the Contract Documents or Job Order.

- J. Owner shall, throughout the performance of Detailed Scope of Work, cooperate with Contractor and perform Owner's responsibilities, obligations and services in a timely manner so as not to delay or interfere with Contractor's performance of the Detailed Scope of Work and Contractor's other obligations under the Contract Documents and Job Order.
- K. Owner Representative shall be responsible for processing Owner-supplied information and approvals or rejections in a timely manner to permit Contractor to fulfill its obligations under the Contract Documents and Job Order.
- L. Owner and Owner Representative shall review documents submitted by Contractor and shall render decisions pertaining thereto without unreasonable delay.
- M. Owner will direct other parties engaged by Owner to perform work at any Site to cooperate and coordinate their activities with Contractor so as not to interfere unreasonably with Contractor's ability to complete the Detailed Scope of Work in a timely manner and consistent with the Contract Documents.
- N. Final interpretations involving the Contract Statement of Work and terms and conditions shall be made by the Contract Procurement Officer of Record, whose interpretations shall be final.

5.13 Other Contractors and Cooperation

- A. Owner reserves the right to award other contracts related to any project, or to perform certain work itself. Owner also reserves the right to award other contracts unrelated to a Job Order but involving work in the vicinity of a Job Order Project or to perform unrelated work itself. Such other work may or may not be known to the Owner or disclosed to the Contractor prior to issuance of the Job Order.
- B. Contractor shall afford Owner and other contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their Work and shall properly coordinate its Detailed Scope of Work with theirs in such manner as the Owner Representative may direct. Contractor shall also assure at its own cost reasonable access of other contractors to the site and their Work.
- C. Upon request of Contractor, Owner will provide Contractor with a copy of all plans, specifications, schedules and other data relating to other contracts or Work. Contractor shall thoroughly examine these documents and shall within three (3) days of date on the Job Order Proposal Request Document complete such examination and notify the Owner Representative in writing of any conflicts with the Detailed Scope of Work to be performed by Contractor. In no event shall such notice be given so late as to interfere with or delay the Detailed Scope of Work to be performed by Contractor. Failure of Contractor to request, review, or provide written notice as provided above shall constitute a waiver of any objections or claims Contractor may have as a result of the necessity to coordinate Contractor's Detailed Scope of Work with other activities.
- D. Should Contractor sustain any damage through any act or omission of any other contractor, Contractor shall have no claim or cause of action against Owner for such damage and hereby waives any such claim. Contractor does not waive any claim or cause of action

against any other contractor or subcontractor to recover any and all damages sustained by reason of the acts or omissions of such other contractor or subcontractor. The phrase "acts or omissions" as used in this section shall include, but not be limited to, any reasonable delay by any such other contractors, whether due to negligence, gross negligence, inadvertence or any other cause.

- E. Should Contractor cause damage to the Work or property of any other contractor or of Owner, Contractor shall upon receiving due notice promptly attempt to settle with such other contractor or Owner by agreement, repair or otherwise to resolve the dispute. If such separate contractor sues or initiates a proceeding against Owner on account of any damage alleged to have been caused by Contractor, Owner shall notify Contractor who, at Owner's option, shall defend such proceedings or pay the costs of Owner defending such proceedings, and if any judgment or award against Owner arises therefrom Contractor shall pay or satisfy it or reimburse Owner for any amount paid by Owner and shall reimburse Owner for all attorney's fees and court or other costs which Owner has incurred.
- 5.14 In the event that Local Government policy requires a building permit for each Job Order Development Services and Job Order issuance process, Owner Representative shall indicate the anticipated required permits on the Job Order and the Contractor shall prepare a building permit in the Local Government prescribed form in effect from time to time and submit to Local Government for approval. This must be done prior to the Job Order being issued and prior to commencing the Detailed Scope of Work.

SECTION 6 JOB ORDER DEVELOPMENT SERVICES AND ISSUANCE OF JOB ORDERS

- 6.1 Contractor shall provide Job Order Development Services whenever requested by Owner during all hours of the day seven (7) days a week.
- 6.2 Contractor shall perform Job Order Development Services in connection with each Job Order at its own cost and expense. The Owner will not be obligated to pay Contractor for Job Order Development Services.
- A. Owner will arrange for any Design Services required to prepare a final Detailed Scope of Work. If there will be no Design Services, Owner will develop the Detailed Scope of Work and any line drawings required. Once finalized, the Owner shall issue a Job Order Proposal Request and the Detailed Scope of Work to the Contractor.
 - B. By submitting the Job Order Proposal, the Contractor agrees to perform the Detailed Scope of Work for the fixed Job Order set forth in the Price Proposal according to the proposed Construction Schedule that is within the Job Order Completion Time.
 - C. The Owner will review the Contractor's Job Order Proposal.

Contractor and Owner will work together to develop the final Job Order in accordance with the Procedures to Develop all Job Orders, with Owner having the right to make a final determination on any matters as to which Contractor and Owner do not agree.

All terms and provisions of the Contract Documents shall apply to, and are incorporated into, each Job Order issued, whether or not referenced therein.

- 6.3 Owner may issue Job Orders at any time during any term of this Contract. Except for Supplemental Job Orders required to complete a Project, no Job Orders shall be issued after the Contract has expired.
- 6.4 A Job Order is considered "issued" when:
- A. the Job Order and corresponding Purchase Order are sent through the State's Procurement system, ProcureAZ (<https://procure.az.gov>);
 - B. the Job Order and corresponding Purchase Order are emailed to Contractor's email address listed in Contractor's ProcureAZ profile and Owner does not receive a non- receipt message;
 - C. the Job Order and corresponding Purchase Order are sent by facsimile copy to the fax number listed in the Contractor's ProcureAZ profile and Owner's fax machine prints and acknowledgement of receipt; or
 - D. the Job Order and corresponding Purchase Order are sent separately to the Contractor and the Contractor receives the Job Order and Purchase Order sent separately by any of the methods listed above.
- 6.5 Contractor's approval of or consent to the Job Order is not required. If the Contractor desires to decline performance of a Job Order on the basis that Contractor believes that the Job Order is not in compliance with the Contract Documents, Contractor must deliver a written notice to Owner Representative within seven (7) days after issuance of the Job Order stating the reasons for Contractor's belief. If Contractor does not file such a written request with Owner Representative within that time frame, Contractor will be deemed to have waived any and all rights to not perform the Job Order.

SECTION 7 JOB ORDER PRICE

- 7.1 The Job Order Price shall be calculated in accordance with Section 8 Procedures to Develop all Job Orders. The Job Order Price shall be a fixed price for which the Contractor shall complete the Detailed Scope of Work within the Job Order Completion Time.

- 7.2 The Job Order Price may only be modified by a Supplemental Job Order. All Supplemental Job Orders shall be developed in accordance with the Procedures to Develop all Job Orders.

SECTION 8 PROCEDURES TO DEVELOP ALL JOB ORDERS

8.1 Job Order Contract Overview

- A. The Owner will provide construction administration and inspection for the Job Order projects.
- B. Final commissioning of systems will be performed by the Owner Representative and the local authority having jurisdiction.

8.2 Ordering Process

- A. As the need exists, the Owner will notify the Contractor of a Project, schedule a Joint Scope Meeting and issue a Notice of Joint Scope Meeting.
- B. The Contractor shall attend the Joint Scope Meeting and discuss, at a minimum:
 - 1. the general scope of the Work;
 - 2. alternatives for performing the Work and value engineering; access to the site and protocol for admission;
 - 3. hours of operation; staging area;
 - 4. requirements for catalog cuts, technical data, samples and shop drawings; requirements for professional services, sketches, drawings, and specifications; construction duration;
 - 5. the presence of hazardous materials;
 - 6. whether or not any of the areas of work are considered to be secure locations;
 - 7. date on which Job Order Proposal is due.;
- C. Upon completion of the joint scoping process, the Owner will prepare a draft Detailed Scope of Work referencing any sketches, drawings, photographs, and specifications required to document accurately the Work to be accomplished. The Contractor shall review the Detailed Scope of Work and request any required changes or modifications. When an acceptable Detailed Scope of Work has been prepared, the Owner will issue a Job Order Proposal Request that will require the Contractor to prepare a Job Order Proposal. The Detailed Scope of Work, unless modified by both the Contractor and the Owner, will be the basis on which the Contractor will develop its Job Order Proposal and the Owner and/or Owner's Representative will evaluate the same. The Contractor does not have the right to refuse to perform any task or any Work in connection with a particular Project. In other words, if the Contractor refuses a required task, the Contractor refuses the entire Job Order.
- D. If the Contractor requires clarifications or additional information regarding the Detailed Scope of work in order to prepare the Job Order Proposal, the request must be submitted so that the submittal of the Job Order Proposal is not delayed.
- E. The Owner may, at its option, include quantities in the Detailed Scope of Work if it helps to define the Detailed Scope of Work, if the actual quantities required are not known or cannot be determined at the time the Detailed Scope of Work is prepared, if the Contractor and the Owner cannot agree on the quantities required, or for any other reason as determined by the Owner. In all such cases, the Owner shall issue a Supplemental Job Order adjusting the quantities appearing in the Detailed Scope of Work to the actual quantities.

8.3 Preparation of the Price Proposal.

- A. The Contractor will prepare Price Proposals in accordance with the following:
- B. Prepriced Tasks:
 - 1. A Prepriced Task is a task described in, and for which a Unit Price is set forth in

the Construction Task Catalog®. The Contractor will select the appropriate Prepriced Tasks, and enter the accurate quantity, and the appropriate Adjustment Factor.

2. Contractor shall be entitled to apply appropriate Adjustment Factor for the current contract term; however, if the Contractor's Adjustment Factors in previous contract terms were lower, Contractor may choose to apply those Adjustment Factors at the Contractor's sole discretion.

C. Non Prepriced Tasks:

1. A Non Prepriced Task is a task that is not set forth in the Construction Task Catalog®. Non Prepriced tasks shall be separately identified and submitted in the Price Proposal. Information submitted in support of Non Prepriced Tasks shall include, but not be limited to, the following:
 2. Catalog cuts, specifications, technical data, drawings, or other information as required to evaluate the task.
 3. If the Contractor will perform the Work with its own forces, it shall submit three independent quotes for all material to be installed and shall, to the extent possible, use Prepriced Tasks for labor and equipment from the Construction Task Catalog®.
 4. If the Work is to be subcontracted, the Contractor must submit three independent bids from Subcontractors. The Contractor shall not submit a quote or bid from any Supplier or Subcontractor that the Contractor is not prepared to use. The Owner may require additional quotes and bids if the Suppliers or Subcontractors are not acceptable or if the prices are not reasonable. If three quotes or bids cannot be obtained, the Contractor will provide the reason in writing for the Owner's approval. If approved, less than three quotes or bids will be allowed.
5. The final price submitted for Non Prepriced Tasks shall be according to the following formulas using the appropriate Non Prepriced Adjustment Factor depending on for whom the work is being performed.

For Non Prepriced Tasks Performed with Contractor's Own Forces:

A = The burdened hourly rate including fringes for each trade classification not in the Construction Task Catalog® multiplied by the quantity;

B = The rate for each piece of Equipment not in the Construction Task Catalog® multiplied by the quantity;

C = Lowest of three independent quotes for all materials.

D = Overhead and Profit = (A+B+C) x Not To Exceed 10%

Total for a Non Prepriced Tasks performed with Contractor's Own Forces = (A+B+C+D) x the Appropriate Non Prepriced Adjustment Factor

For Non Prepriced Tasks Performed by Subcontractors:

If the Non Prepriced Task is to be subcontracted, the Contractor must submit three independent quotes for the work.

E = Lowest of three Subcontractor Quotes

F = Overhead and Profit = E x Not To Exceed 10%

Total Cost for Non Prepriced Tasks performed by Subcontractors = (E + F) x the Appropriate Non Prepriced Adjustment Factor

6. For Non Prepriced Tasks, the Contractor shall use a different Non Prepriced Adjustment Factor depending on if the Project is for ADOA, another State agency, or a non-State agency. The Non Prepriced Adjustment Factors are listed on the pricing document completed by the Contractor prior to Contract award.
 7. After a Non Pre-priced Task has been approved by the State of Arizona, the Unit Price for such task will be established, and fixed as a permanent Non Pre-priced Task which will no longer require price justification.
 8. After a Non Pre-priced Task has been approved by the Owner, the Unit Price for such task will be established, and fixed as a permanent Non Pre-priced Task which will no longer require price justification.
 9. The Owner's determination as to whether an item is a Prepriced Task or a Non Prepriced Task shall be final, binding and conclusive as to the Contractor.
- D. Contractor shall make the necessary arrangements for and obtain all filings and permits required for the Work, including the preparation of all drawings, sketches, calculations and other documents and information that may be required therefore. If the Contractor is required to pay an application fee for filing a project, a fee to obtain a building permit, or any other permit fee to the City, State or some other governmental or regulatory agency, then the amount of such fee paid by the Contractor for which a receipt is obtained shall be treated as a Reimbursable Task. For Reimbursable Tasks, the Contractor shall use a different Reimbursable Adjustment Factor depending on if the Project is for ADOA, another State agency, or a non-State agency. The Reimbursable Adjustment Factors are listed on the pricing document completed by the Contractor prior to Contract award.
- E. The Contractor shall provide incidental engineering and architectural services required in connection with a particular Job Order including drawings and information required for filing.
- F. The Contractor's Job Order Proposal shall include, at a minimum:
1. Price Proposal;
 2. Required drawings or sketches;
 3. Catalog cuts, technical data or samples;
 4. List of anticipated Subcontractors and Suppliers and anticipated price;
 5. Construction Schedule;
 6. Sample warranties or guarantees for materials, equipment or systems proposed;
 7. Other requested documentation.
- G. The Job Order Price shall be the value of the approved Price Proposal.
- H. The value of the Price Proposal shall be calculated by summing the total of the calculations for each Prepriced Tasks (Unit Price x Quantity x Adjustment Factor) plus the value of all Non Prepriced Tasks.
- 8.4 The Contractor's Proposal shall be submitted by the date indicated on the Job Order Proposal Request. All incomplete Job Order Proposals shall be rejected. The time allowed for preparation of the Contractor's Proposal will depend on the complexity and urgency of the Job Order but should average between seven and fourteen days. On complex Job Orders, such as Job Orders requiring incidental engineering/architectural drawings and approvals and permits, allowance will be made to provide adequate time for preparation and submittal of the necessary documents.
- 8.5** In emergency situations and minor maintenance and repair Job Orders requiring immediate

completion, the Job Order Proposal may be required quickly and the due date will be so indicated on the Job Order Proposal Request or, as described below, the Contractor may be directed to begin Work immediately with the Job Order Proposal to follow. **In these cases, the Job Order Proposal will be required within three (3) working days after completion of the emergency situations.**

8.6 Review of the Proposal and Issuance of Job Order.

- A. The Owner will evaluate the entire Proposal. The Owner will compare the Price Proposal with the Owner's cost estimate of the Detailed Scope of Work and determine the reasonableness of approach, including the appropriateness of the tasks and quantities proposed.
- B. The Contractor may choose the means and methods of construction; subject however, to the Owner's right to reject any means and methods proposed by the Contractor that:
 - 1. Will constitute or create a hazard to the work, or to persons or property;
 - 2. Will not produce finished Work in accordance with the terms of the Contract; or
 - 3. Unnecessarily increases the price of the Job Order when alternative means and methods are available.
- C. The Owner reserves the right to reject a Proposal or cancel a project for any reason. The Owner also reserves the right not to issue a Job Order if it is determined to be in the best interests of the Owner. The Owner may perform such work by other means. The Contractor shall not recover any costs arising out of or related to Job Order Development Services.
- D. By submitting a Job Order Proposal to the Owner, the Contractor offers to accomplish the Detailed Scope of Work in accordance with the Job Order Proposal Request within the proposed Construction Schedule for the lump sum Job Order Price. It is the Contractor's responsibility to include the necessary tasks and quantities in the Price Proposal prior to delivering it to the Owner.
- E. Each Job Order issued shall be on the approved Job Order Form attached as Appendix 1. The Job Order shall reference the Detailed Scope of Work and set forth the Job Order Price and the Job Order Completion Time. All provisions of the Contract Documents shall be applicable to each Job Order. The Job Order, issued by the Owner constitutes the Owner's acceptance of the Contractor's Proposal. A signed copy of the Job Order will be provided to the Contractor.
- F. In the event that immediate emergency response is necessary, the Contractor shall be required to follow alternative procedures as established by the Owner. The Contractor shall begin Work as directed notwithstanding the absence of a fully developed Job Order Proposal Request, Detailed Scope of Work, or Job Order. The Contractor shall be compensated in accordance with Section 8, Procedures to Develop All Job Orders as if the Work had been ordered under the standard procedures.

8.7 BidSafe®

- A. When the estimated Job Order Price is between \$650,000.00 and \$1,000,000.00, the Owner may issue a Job Order Proposal Request to two or more Contractors for a Job Order. Selection of the Contractor and award of the Job Order will be in compliance with established Owner procedures.
- B. The Owner reserves the right to utilize BidSafe® on a Job Order by Job Order basis.
- C. The Owner will consider several factors when determining the applicability of BidSafe® to a Job Order including, but not limited to, the following:
 - 1. Estimated Job Order Price;
 - 2. Scope Documentation, including but not limited to A/E design;
 - 3. Nature and complexity of the Work;
 - 4. Contractors' abilities to self-perform the Work;
 - 5. Contractors' proven capabilities on similar Work;
 - 6. Schedule; and
 - 7. Other appropriate criteria as deemed in the best interest of the Owner.
- D. The Detailed Scope of Work will be developed by Owner personnel and included with the Job Order Proposal Request.
- E. The Owner may conduct one or more site visits with all contractors designated to receive the Job Order Proposal Request.
- F. All contractors that receive the Job Order Proposal Request will have the opportunity to submit requests for information. Should the Owner choose to respond to any or all of the requests for information, the responses, and any changes to the Job Order Proposal Request, will be provided in an addendum to all contractors designated to receive the Job Order Proposal Request.
- G. The Contractor will utilize the Bid Safe application in the eGordian® software to provide an Not-to-Exceed (NTE) Offer, along with any additional requested documentation, in response to the Job Order Proposal Request.
- H. The Owner will issue an Intent to Award to the Contractor submitting the NTE Offer that provides the best value to the Owner based on, but not limited to, price and any technical factors considered.
- I. The NTE Offer is valid for 90 Days from the date of opening unless stated otherwise in the Job Order.
- J. The Contractor that receives an Intent to Award will submit a Job Order Price Proposal to the Owner. Provided that any necessary Job Order Price Proposal modifications are completed in a timely and thorough manner, the Job Order may be issued to the Contractor.
- K. The Job Order Price shall be equal to the lessor of the NTE Offer and the Job Order Price Proposal amount.
- L. Where the NTE Offer is less than the Job Order Price Proposal, the difference between the NTE Offer and Job Order Price Proposal shall be deemed a discount offered by the Contractor. The discount amount shall be a percent-based discount that will be calculated by the following equation:
- M.
$$\text{Percent Discount} = (\text{Job Order Price Proposal Amount} - \text{NTE Offer}) \div \text{Job Order Price Proposal Amount}$$
- N. The discount shall be applied to subsequent Job Orders (additions or deletions) required to complete the Work, provided the Job Order contains materials, equipment and tasks that

are similar in nature to the original Detailed Scope of Work.

- O. If the Owner exercises its right to award a Job Order utilizing BidSafe®, collaboration between Contractors is specifically prohibited. Contractor collaboration undermines competition, and evidence of such will be considered a material breach of this Contract and grounds for termination for cause.

8.8 General

- A. Before any Work is initiated, Contractor shall confer with Owner and agree on a sequence of procedure; means of access to premises and buildings; approaches; use of corridors, stairways elevators, and similar means of movement; and the location of partitions, eating spaces, and restrooms for Contractor's employees and the like.
- B. Contractor shall commence the Work on the Construction Start Date. Final Completion shall be achieved not later than the Final Completion Date set forth in the Job Order.
- C. Contractor shall be prepared to perform Work during all hours of the day seven (7) days a week. Contractor shall perform Work during such hours and days as are necessary to complete the Detailed Scope of Work within the Job Order Completion Time.

8.9 Existing Furniture and Portable Office Equipment

- A. Furniture and portable office equipment in the immediate area of the Work shall be moved by Contractor, unless other arrangements have been made, and replaced to original position upon completion of the Detailed Scope of Work. If the location or nature of the Work will not allow furniture and portable office equipment to be replaced to its original position, new locations will be designated by Owner for placement by Contractor.

8.10 Materials, Equipment and Personnel

- A. Contractor shall furnish all materials, equipment and personnel necessary to manage and accomplish the Detailed Scope of Work.
- B. Delivery of materials and equipment shall be made with a minimum of interference to Owner operations and personnel.
- C. At no time during the Work shall Contractor place, or suffer to be placed, any material or equipment, etc., at any location that would impede or impair access to or from existing facilities.
- D. In order for Contractor to be paid for stored materials, the materials must be stored on site. An invoice for the stored materials must accompany the pay application. Contractor must store material and equipment in areas indicated by the Owner. Contractor must store materials and equipment at Contractor's own risk. The Owner is not responsible for lost, stolen or damaged goods.
- E. All materials and equipment shall be shipped and stored and handled in a manner that will afford protection and ensure that it remains in factory-new condition at the time it is incorporated in the Work. After installation, materials and equipment shall be properly protected by Contractor against damage or deterioration until Final Completion.
- F. Any part of the Work damaged during installation or prior to Final Completion shall be repaired by Contractor so as to be unnoticeable and to be equal in quality, appearance, serviceability and other respects to an undamaged item or part of the Work. Where this cannot be fully accomplished, the damaged item or part shall be replaced. After installation, all exposed surfaces and parts of an item or of the Work shall be cleaned in a manner that will not damage the finish or any of the parts of the item, so that the completed Work is free of all defects. All damaged or defaced Work shall be repaired or replaced to Owner's satisfaction at the expense of Contractor.

8.11 Method of Performing Work, Non-Interference with Owner Activities, Traffic Control and Job Site Management

- A. Contractor shall perform the Work efficiently, safely, and so as not to interfere with the use of any adjacent land or building areas, including the reasonable aesthetic appearance of the Site and all storage/staging areas
- B. Contractor shall cooperate with Owner to the fullest extent in providing traffic control during course of construction so as to provide a minimum of inconvenience to Owner.
- C. Contractor shall limit its operations to the assigned Site, except as necessary to connect to existing utilities and shall not, without the prior written permission of Owner or the affected property owner, encroach on property outside the Site.
- D. Contractor shall not permit unauthorized persons or activities on the Site and shall maintain the Site in a safe and secure manner.

8.12 Utility and Other Services

- A. It is of paramount importance that the Work not interfere in any way with the normal operation of the existing utility services. No interruption of the utility services can be allowed. Contractor will coordinate all Work affecting utility services in the existing building with Owner Representative.
- B. Contractor shall prearrange time with Owner Representative whenever it becomes necessary to interrupt any service to make connections, alterations or relocations and shall fully cooperate with Owner in doing Work so as to cause the least annoyance and interference with the continuity of Owner's operations. Any existing plumbing, heating, ventilating, air conditioning or electrical disconnections which may affect portions of this construction or building or any other building must be coordinated with Owner Representative to avoid any disruption of operation within the building or construction or other building or utilities. In no case, unless previously approved in writing by Owner Representative, shall utilities or other services be left disconnected at the end of a workday or over a weekend. Any interruption of utilities or other services, whether negligently, intentionally, or accidentally, shall not relieve Contractor's responsibility for the interruption or from liability for loss or damage caused by such interruption even though such loss or damage was not foreseeable by Contractor or Subcontractor, or from responsibility for repairing and restoring the utility or other service to normal service. Repairs and restoration shall be made before the workmen responsible for the repair and restoration leave the job.

8.13 Site Neatness and Cleanup

- A. Contractor shall maintain the Site in a neat and orderly manner acceptable to the Owner. Contractor at all times shall keep the Site free from accumulation of waste materials or rubbish caused by its operations. If Contractor fails to properly clean up during construction, or if a dispute arises between Contractor and/or separate contractors as to their responsibility for cleaning up, Owner may clean up and charge the costs thereof to contractors responsible as determined by Owner or Owner Representative.
- B. Contractor shall complete final cleanup of the premises before Final Completion. Contractor shall remove all its waste materials and rubbish from the Site, as well as all tools, construction equipment, machinery and surplus materials. If Contractor fails to clean up at Site prior to Final Completion, Owner may do so and the cost thereof shall be charged to Contractor or offset against amounts due to the Contractor.

8.14 Matters Relating to Subcontractors

- A. Contractor shall caution each Subcontractor to become familiar with the Detailed Scope of Work and the Technical Specifications. Contractor shall also caution each Subcontractor that no consideration will be given to any claim of ignorance of the contents of the Detailed Scope of Work and any specification or standard referenced therein especially since each Subcontractor is expected to be familiar with his own trade's generally accepted and published specifications and standards of quality.
- B. No allowance shall be made on behalf of any Subcontractor for errors due to its negligence in not being familiar with the existing site conditions for the Work.
- C. Each Subcontractor shall make the field measurements necessary for its Work and shall

be responsible for the accuracy of those measurements and its work.

- D. Each Subcontractor shall acquaint itself with the Work of other Subcontractors whose activities are mutually affected so that their efforts are coordinated to avoid mistakes, omissions, disputes, delays and damage to each other's work.
- E. If any structural difficulties prevent a Subcontractor from installing its materials or equipment properly, Contractor shall promptly notify Owner Representative so that Owner and Design Professional, may be consulted on how best to resolve the difficulty. If it is necessary for the Subcontractor to cut into walls and/or floors, the Work shall be done carefully and neatly and only with the full knowledge of Owner Representative and Design Professional. This is especially true when structural elements or utilities are involved.
- F. All patching and repairing of damaged items of the Work shall be done by the Subcontractor originally performing that item of the Work.
- G. Each Subcontractor shall remove tools, equipment, materials and debris from the Site promptly upon completion of its Work and shall leave its work area clean and free from rubbish and debris.

8.15 Miscellaneous

- A. Contractor, Subcontractors and Suppliers shall be responsible for taking all appropriate field measurements prior to fabrication and installation of any item. Such measurements shall be taken sufficiently in advance so as to avoid any delay or potential delay. Failure to adhere to this provision shall render such delays the responsibility of Contractor.
- B. Contractor shall be responsible for laying out its own Work and for any damage which may occur to work of any other contractor because of Contractor's own errors or inaccuracies. Contractor shall also be responsible for unloading, uncrating, storing and handling all materials and equipment to be erected or placed by it, whether furnished by Contractor or others.
- C. Contractor shall repair any part of the finished Work damaged during installation or prior to substantial completion of the Work so as to be equal in quality, appearance, serviceability, and other respects to an undamaged item or part of the Work. Where this cannot be fully accomplished, Contractor shall replace the damaged item or part.
- D. Unless otherwise specifically mentioned, Contractor shall furnish and install all anchors, bolts, screws, fittings, fillers, hardware, accessories, wiring, conduit, ductwork, trim and other parts required for or in connection with any item or material to make a complete, serviceable, finished installation satisfactory to the Owner whether or not expressly called for by the Detailed Scope of Work or the Technical Specifications.
- E. Contractor shall procure and furnish to Owner all guarantees, warranties, manuals and spares that are called for by the Detailed Scope of Work or the Technical Specifications or that are mentioned in the manufacturer's product literature. Guaranties and warranties shall commence as of the date of Final Completion.
- F. Contractor shall pay all royalties and license fees to which third parties are entitled as holders of any proprietary rights, United States patent or copyright, now or hereafter issued relating to the Work.

8.16 Drawings and Specifications

- A. A Detailed Scope of Work may reference Drawings and Specifications. In such case, they will be attached to the Detailed Scope of Work and issued with the Job Order.
- B. Contractor will study and compare the Drawings and Specifications in advance of beginning each phase or portion of the Detailed Scope of Work to be performed and immediately report any material error, inconsistency, conflict, ambiguity or omission that is

discovered.

- C. All Work will be performed in a workmanlike manner and all materials used will be new and of the highest quality and of the type best adapted to their purpose, unless otherwise specified.
- D. If the Drawings and Technical Specifications do not cover a particular phase or aspect of the Work, the installation and maintenance directions of the manufacturer shall be followed.

The Drawings are intended to show general arrangements, design and extent of Work and are not intended to serve as shop drawings. When the Job Order specifies shop drawings, Product Data or Samples are required, Contractor shall not perform the relevant portion of the Work without approved shop drawings, Product Data or Samples as provided in this Section. Any Work performed in violation of this provision will be solely at the Contractor's risk regardless of the Design Professional's, Owner Representative's and/or Owner's knowledge of such work.

- E. The Contract Documents are applicable to each Job Order and are complementary, requiring a complete project. Any requirement occurring in any one of the Contract Documents is binding as though occurring in all documents. Generally, the Specifications and the Technical Specifications address criteria and quality of materials and standards for workmanship, types of materials and contract conditions and the Drawings show placement, sizes, fabrication details of materials, dimensions, positions and details of construction. In the event of conflict in the Contract Documents, the priorities stated in the definition of Contract Documents and the priorities stated below shall govern:

1. Contract amendments shall govern over all other Contract Documents and subsequent Amendments shall govern over prior Modifications only to the extent modified. Supplemental Job Orders shall govern over its associated original Job Order and subsequent Supplemental Job Orders shall govern over prior Supplemental Job Orders.
2. In case of conflict between Drawings and Specifications, the Specifications shall govern.
3. Conflicts within the Drawings:
 - a. Schedules, when identified as such, shall govern over all other portions of the Drawings.
 - b. Specific notes shall govern over all other notes and all other portions of the Drawings, except schedules identified as such.
 - c. Larger scale Drawings shall govern over smaller scale Drawings.
 - d. Figured or numerical dimensions shall govern over dimensions obtained by scaling.
4. This Operating Manual shall govern over all sections of the Drawings, Detailed Scope of Work and the Technical Specifications.
5. In the event provisions of codes, safety orders, Contract Documents, referenced manufacturer's specifications or industry standards are in conflict, the more restrictive or higher quality shall govern.
6. In the event of any conflict in the Job Order, Contractor shall request an interpretation by Owner Representative before performing the Work, provided that when the conflict involves documents prepared by Design Professional, Owner Representative may elect to consult with Design Professional and obtain Design

Professional's view before resolving the conflict.

- F. If the Detailed Scope of Work, or the documents referenced therein, are not complete as to any Minor Detail of a required construction system or with regard to the manner of combining or installing of parts, materials, or equipment, but there exists an accepted trade standard for good and skillful construction, such detail shall be deemed to be an implied requirement in accordance with such standard.
- G. "Minor Detail" shall include the concept of substantially identical components, where the price of each such component is small even through the aggregate cost or importance is substantial, and shall include a single component which is incidental, even though its cost or importance may be substantial.
- H. The quality and quantity of the parts or material so supplied shall conform to trade standards and be compatible with the type, composition, strength, size, and profile of the parts of materials otherwise set forth in the Detailed Scope of Work.
- I. Each Job Order shall be presumed to include all items of Work reasonably necessary to complete the Detailed Scope of Work, expressly or by inference. Words and abbreviations which have well-known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.
- J. The organization of the specifications, if any, for a Job Order into divisions, sections and articles, and the arrangement of drawings, if any, shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of work to be performed by any trade.
- K. Prior to Final Completion, if the Contractor was provided Drawings, the Contractor shall complete and turn over to Owner Representative the as-built drawings for review by Owner Representative. The as-built drawings shall consist of a set of drawings, which clearly indicate all field changes that were made to adapt to field conditions, field changes resulting from Supplemental Job Orders or directives and all buried and concealed installation of piping, conduit and utility services. All buried and concealed items both inside and outside the facility shall be accurately located on the as-built drawings as to depth and in relationship to not less than two (2) permanent features such as interior or exterior wall faces. The as-built drawings shall be clean and all changes, corrections, and dimensions shall be given in a neat and legible manner in a contrasting color.

8.17 Submittals and Shop Drawings

- A. Contractor shall submit to Design Professional, with such promptness as to cause no delay in the Work, all submittals and shop drawings as required by the Job Order.
- B. Each submittal or shop drawing must be accompanied by a transmittal letter containing a list of the titles and numbers of the submittal or shop drawings. Each series shall be numbered consecutively for ready reference and each submittal and shop drawing shall be marked with the following information:
 - 1. Date of submission
 - 2. Name of Project
 - 3. Location of Project
 - 4. Branch of Work (specification section)
 - 5. Contract Number
 - 6. Job Order number

7. Name of Contractor
 8. Name of Subcontractors
 9. Revision number
- C. Contractor shall include with submittals and shop drawings, a written statement indicating all deviations from the Detailed Scope of Work and the Technical Specifications. Failure to so notify the Design Professional of such deviations will be grounds for subsequent rejection of the related Work. If, in the opinion of Owner Representative, after consultation with Design Professional, the deviations are not acceptable, Contractor must furnish the item as specified or as indicated in the Detailed Scope of Work and the Technical Specifications.
- D. All Subcontractor submittals and shop drawings shall be reviewed by Contractor prior to being submitted to Design Professional and shall bear a written statement by Contractor that the submittals or shop drawings are consistent with the Detailed Scope of Work and the Technical Specifications or if not totally consistent shall bear a written statement indicating all deviations. Any submittals or shop drawings submitted without the statements will be returned for resubmission; the submittal or shop drawings will be considered as not having been submitted, and any delay caused thereby shall be Contractor's sole responsibility. This review by Contractor of Subcontractor shop drawings shall not be construed as Contractor approval of the design therein except that it shall be a representation that the letter accompanying the shop drawings does indicate all deviations from the Detailed Scope of Work and the Technical Specifications.
- E. It is Contractor's obligation and responsibility to check all of its shop drawings and to be fully responsible for them and for coordination with connecting construction Work. Shop drawings shall indicate in detail all parts of an item of Work, including, without limitation, erection and setting instructions and engagements with work of other trades or other separate contractors.
- F. By reviewing or submitting submittals and shop drawings, Contractor represents that it has determined and verified availability, field measurements, field construction criteria, materials, catalog numbers and similar data, and that it has checked and coordinated each submittal and shop drawing with the requirements of the Job Order and the Technical Specifications. If any specified material item or part is not available, Contractor shall so indicate to the Design Professional.
- G. Owner Representative with assistance of the Design Professional, shall review and approve submittals and shop drawings and return them to Contractor within ten (10) days of receipt unless otherwise previously agreed in writing. For scheduling purposes, Contractor must assume a ten (10) day review period for each set of submittals and shop drawings. For complex submittals and shop drawings, Contractor must assume two (2) ten (10) day review cycles. If review and approval are delayed beyond ten (10) days, Design Professional shall notify Contractor and Owner in writing stating the reason for the delay. Approval shall not relieve Contractor from the responsibility for deviations from the Detailed Scope of Work and the Technical Specifications, unless it has been called to Owner Representative's attention, in writing, at the time of submission. Any modification will be approved only if it is in the interest of Owner to effect an improvement in the Work and does not increase the Job Order Price or the Job Order Completion Time. Any such modification is subject to all other provisions of the Detailed Scope of Work and the Technical Specifications and is without prejudice to any and all rights under any surety bond.
- H. If the Design Professional returns a submittal or shop drawing to Contractor with the notation "rejected", "revise and resubmit", or "approved as noted", Contractor, so as not to delay the Work, shall promptly submit a submittal or shop drawing conforming to the requirements of the Detailed Scope of Work and the Technical Specifications and indicating in writing on the submittal or shop drawings and on the transmittal what portions

of the resubmittal have been altered in order to meet with the approval of the Owner Representative and the Design Professional. Any other differences between the resubmittal and the prior submittal shall also be indicated on the submittal or shop drawing as a special note.

- I. No extension of time will be granted to Contractor because of its failure to submit submittals or shop drawings in ample time to allow for review, possible resubmittals and approval. Fabrication of Work shall not commence until Contractor has received written approval. Contractor shall furnish prints of its approved shop drawings to all Subcontractors whose work is in any way related to the Work covered by the shop drawings. Only prints bearing this approval will be allowed on the Site.

8.18 Product Data and Product Samples

- A. When the Job Order requires product samples, Contractor shall furnish product samples of all items requested or required by the specifications. Product samples shall be properly identified and submitted with such promptness as to cause no delay in the Contractor's Work or in the work of any other contractor and to allow time for consideration by Design Professional. Contractor shall submit product samples to Owner Representative and Design Professional, for review and approval in accordance with the requirements for shop drawings and submittals in the heading above, and the requirements in this heading on product data and productsamples.
- B. Each product sample must be accompanied by a letter of transmittal containing the following information:
 1. Date of submission
 2. Name of Job Order
 3. Site
 4. Branch of Work (specification section number)
 5. Job Order number
 6. Name of submitting Contractor
 7. Name of Subcontractor
- B. Contractor shall furnish to Owner Representative and Design Professional, a certificate stating that material or equipment submitted complies with the Detailed Scope of Work and the Technical Specifications. If a certificate originates with the manufacturer, Contractor shall endorse it and submit it to Owner Representative and Design Professional, together with a statement of compliance in its own name.
- C. Unless Design Professional is requested at the time of submittal to return samples at Contractor's expense, rejected samples will be destroyed.
- D. After delivery of materials, the Owner Representative and Design Professional, may make such tests, as they deem necessary, with samples required for such tests being furnished by and at the cost of Contractor. Any test is for the benefit of Owner and shall not relieve Contractor of the responsibility for providing quality control measures to assure that the Work strictly complies with the Detailed Scope of Work and the Technical Specifications. No test shall be construed as implying acceptance of materials, work, workmanship, equipment, accessories or any other item or thing.
- E. On the basis of the test results, materials, workmanship, equipment or accessories may be rejected even though general approval has been given. If items have been incorporated in

the Work, Owner Representative after consultation with the Design Professional, and Owner shall each have the right to cause their removal and replacement by items meeting the Detailed Scope of Work and Technical Specifications requirements or to demand and secure appropriate reparation to Owner from the Contractor.

8.19 Tests, Inspections, Observations and Approvals Do Not Relieve Contractor of Responsibility

- A. No tests, inspections, observations or approvals performed or given by Owner Representative, Owner or Design Professional, or others acting for Owner or any agency of Federal, State or local government nor any acts or omissions by Owner Representative, Owner or Design Professional, in administering the JOC Program shall relieve Contractor from its duty to perform the Work in accordance with the Detailed Scope of Work and the Technical Specifications, the other Contract Documents and applicable law.

Legal Requirements, Permits, Taxes and Fees

- B. Contractor shall be responsible for complying with all applicable Legal Requirements. Contractor shall be 100% responsible for and pay any costs associated with or arising from any non-compliance with Legal Requirements.
- C. Contractor shall pay all taxes for and related to the Work (including, without limitation, franchise taxes, sales taxes and use taxes) or its portion thereof, which are legally enacted when the Job Order is issued, whether or not yet effective. Contractor will not be reimbursed for any taxpayments.

8.20 Contractor Provides Manufacturer's Warranties and Manuals

- A. Contractor will provide Owner with all manufacturers' warranties and operation and maintenance manuals upon Final Completion of the Job Order.

SECTION 9 SUBCONTRACTORS AND SUPPLIERS

9.1 Subcontractor Generally

- A. In addition to this Section 9 “Subcontractors and Suppliers”, there are many provisions relating to Subcontractors throughout the Contract Documents. The Owner has the right to reject any Subcontractor.

9.2 Contractor Self-Performance of Work

- A. Contractor may self-perform Work.

9.3 Contractor Subcontractor Selection Plan

- A. Contractor shall select Subcontractors for each Job Order on a qualifications only basis or on a qualifications and price basis. Subcontractors shall not be selected on a price only basis. The Contractor shall select Subcontractors in accordance with the subcontractor selection plan proposed by the Contractor in submitting its qualifications with those modifications as the Owner and the Contractor agreed to in writing.
- B. Although there is no contractual commitment, Owner encourages Contractor to have Work performed by small businesses.

9.4 Contractor Responsibilities Relating to Subcontractors

- A. Contractor agrees to pay each Subcontractor and Supplier the full amount due to the Subcontractor or Supplier within seven (7) business days after Contractor receives payment from Owner.
- B. Contractor is fully responsible for its Subcontractors' Work and acts and omissions in connection with the performance of its Subcontractors' Work.
- C. Contractor is responsible for coordinating the activities of all Subcontractors.

9.5 Subcontractor Relationship with Owner; Assignment of Subcontracts

- A. Nothing in the Contract Documents is intended or shall be construed or deemed to create any legal or contractual relationship between Owner and a Subcontractor. In addition, nothing in the Contract Documents is intended or shall be construed or deemed to create any third-party beneficiary rights.

SECTION 10 INSPECTIONS

10.1 General

- A. Design Professional and Owner shall at all times have access to the Detailed Scope of Work, including, without limitation, materials being fabricated or stored off site. Contractor shall furnish at Contractor's cost any facilities necessary for sufficient and safe access to the Site.
- B. All Work and all materials are subject to inspection by Owner and Owner Representative to determine if they conform to the Contract Documents and Job Order.
- C. Contractor shall notify Owner and Design Professional by email or fax at least twenty-four (24) hours prior to the time at which Owner, Design Professional, or Owner Representative must be present to perform an inspection. Failure to provide such notice will place Contractor at risk for all consequences of non-inspection and having to uncover Work.
- D. Nonconforming Work or materials may be rejected and Contractor shall correct such rejected Work without additional compensation, even if the Work or materials have been previously inspected or accepted by Owner and Owner Representative or even if Owner or Owner Representative failed to observe the unsuitable Work or materials.
- E. Regardless of any notification by Contractor to Owner and Owner Representative that Work is ready for inspection, any Work which is covered prior to inspection by Owner Representative and Owner without prior consent of Owner Representative or Owner must be uncovered and recovered by Contractor, if requested by Owner Representative or Owner, at Contractor's sole cost and expense and at no cost to Owner.
- F. If any portion of the Detailed Scope of Work has been covered after inspection by Owner Representative and Owner or with the consent of Owner Representative and Owner without inspection, Owner may request that it be uncovered for observation. If such portion is found to be in accordance with the requirements of the Contract Documents and the Job Order, the cost of uncovering and recovering it shall be charged to Owner. If such portion is found not to be in accordance with the requirements of the Contract Documents and the Job Order, Contractor shall pay such costs as well as the costs of correcting the non-conforming Work.
- G. Inspections, tests, measurements, or other acts of Owner, Design Professional, and/or Owner Representative are for the sole purpose of assisting Owner, Design Professional, and Owner Representative in determining that the Work, materials, rate of progress, and quantities comply with the Contract Documents, Job Order and/or Contractor's requests for payment. These acts or functions and issuance of the Final Inspection Certificate as provided below shall not relieve Contractor from performing the Work in full compliance with the requirements of the Contract Documents nor relieve Contractor from any of the quality, compliance and responsibility for the Work assigned to it by the Contract Documents. No inspection or issuance of a Final Inspection Certificate or other action by Owner, Design Professional, or Owner Representative shall constitute or imply acceptance or waiver of rights.

10.2 Design Professional Role in Inspections

- A. Design Professional, may inspect any Work on behalf of Owner and have the right to accept any Work on behalf of the Owner. Contractor shall rely on any inspection by Design Professional. Owner Representative may request Design Professional, engaged by Owner, to assist Owner Representative in inspection of Work.

10.3 Final Inspection

- A. The Punch List will be developed if it is determined at the inspection for Final Completion that there are deficiencies, corrections or incomplete items.
- B. When Contractor submits in writing to Owner a final Application for Payment for a Job Order and a request for a final inspection of the Detailed Scope of Work, Owner Representative and Owner shall determine the validity of the request. Owner Representative and Owner may request Design Professional, to participate in the determination.
- C. In making the determination whether to issue a Final Inspection Certificate and of the amount thereof, Owner Representative:
 - 1. May consult with Owner and Design Professional;
 - 2. May request Design Professional, to participate in the inspection or take other appropriate actions relating to the inspection; and
 - 3. Will visit and observe the site and evaluate whether the Detailed Scope of Work has been completed in conformance with the Contract Documents.
- D. Following the final inspection,
 - 1. If the Detailed Scope of Work is complete in accordance with the requirements of the Contract Documents and the Job Order, Owner Representative will issue a Final Inspection Certificate stating that to the best of the Owner Representative's knowledge, information and belief, and on the basis of the Owner Representative's observations and inspections, the Detailed Scope of Work (including, without limitation, all deficiency, incomplete and correction items (Punch List)) has been completed in accordance with the terms and conditions of the Contract Documents and the Job Order.
 - 2. If as a result of the inspection it is determined by Owner or Owner Representative that there are any deficiencies, corrections or incomplete items, Owner Representative will not issue the Final Inspection Certificate but instead will give Contractor a Punch List of such items.
 - 3. Contractor shall promptly complete or correct each of the items on the Punch List and may then request another final inspection.
 - 4. A Final Inspection Certificate will not be issued and final payment will not be made until all items on the Punch List and the Detailed Scope of Work are complete in accordance with the Contract Documents.

- E. In the event Contractor does not complete the Detailed Scope of Work (including, without limitation, all Punch List items) within the Job Order Completion Time, Owner shall have the right to have these items corrected or completed by Owner or others, in which event Contractor shall pay or reimburse Owner for all costs and expenses incurred by Owner, including, without limitation, all architectural, engineering and inspection costs and expenses incurred by Design Professional, Owner Representative and Owner. Alternatively, Owner may deduct the amount owing by Contractor from any amount due Contractor under the Job Order or otherwise.

SECTION 11 PROJECT CLOSEOUT

11.1 DEFINITIONS

- A. "Standard product warranties" means preprinted written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to the Owner.
- B. "Special warranties" means written warranties required by or incorporated in the Contract Documents or the Job Order, either to extend time limits provided by the standard warranties or to provide greater rights for the Owner's Representative.

11.2 FINAL CLEANING

- A. Contractor shall employ experienced workers or professional cleaners for the final cleaning. Contractor shall perform the following special cleaning at completion of Work:
 - 1. Remove marks, stains, fingerprints, soil and dirt from finished surfaces.
 - 2. Remove spots, soil, paint, grout and mastic from tile work and wash same.
 - 3. Clean fixtures, equipment and piping; remove stains, paint, dirt and dust.
 - 4. Remove temporary floor protections; clean and polish floors.
 - 5. Clean exterior and interior metal surfaces, including doors and windows and their frames.
 - 6. Remove oil, stains, dust, dirt, paint and the like from items required to have a polished finish; polish and leave without finger marks or other blemishes.
- B. Existing improvements, inside or outside the property which are disturbed, damaged or destroyed by the Work shall be restored to the condition in which they originally were, or to the satisfaction of the Owner.

11.3 PROJECT RECORD DOCUMENTS

- A. As the Work progresses, the Contractor shall maintain a complete and accurate record of changes or deviations from the Detailed Scope of Work and Shop Drawings, indicating the Work as actually installed. Record information in the appropriate locations on a record set of blue line prints of the Drawings and Shop Drawings and a copy of the Specifications that are maintained solely for the purpose of this documentation. Keep this set of record documents at the project site for review by the Owner and Owner Representative. Information contained in the record documents shall include, but not be limited to:
 - 1. Modifications made by Section 13, Change In Work, that shall be transferred to the record documents.
 - 2. Location of site underground pipes, conduits, ducts, cables and similar Work, dimensioned horizontally to permanent points of reference and located vertically by indicating depth of burial. Dimensions shall be accurate within ± 6 inches.
 - 3. Location of major conduit runs, power, control and alarm wiring, etc., dimensioned horizontally to permanent points of reference. Dimensions shall be accurate within 6 inches. By notation, describe the vertical location of the item such as "below slab," "above ceiling," etc.

4. Modifications made to accommodate field conditions.
 5. Revise Drawings and panel schedules to show final circuiting of all equipment.
- B. The Owner Representative will provide the Contractor with a set of reproducible drawings at Contractor's expense. Seals and signatures of Registrants shall be completely removed and/or permanently obscured. Contractor shall provide the following on the Drawings:
1. Changes in the Job Order, secured with prior approval of the Owner Representative, recorded in a neat readable manner, in black ink or pencil, by a competent drafter. Deletions shall be made by erasure or sepia eradicator only.
 2. Prior to application for final payment, transfer all changes, information and notations made to the record blue-line prints to a set of sepia Mylar transparencies.
- C. Upon Final Completion, deliver the complete set of Record Documents including blue-line prints, sepia Mylar transparencies, Shop Drawings and annotated Specifications to the Owner Representative for approval.
- D. Owner's Manual: Prior to final payment, submit two (2) hard copies in binders and two (2) electronic copies containing the following required submittals and any others required in other Sections, suitably typed, indexed and labeled for ready reference:
1. Subcontractors, major Suppliers list with company's names, addresses and telephone numbers.
 2. Warranties and certifications.
 3. Affidavit from general and Subcontractors on use of asbestos free materials (See Attachment 4 to Form of Job Order).
 4. Maintenance/operation instructions and parts list (other than Division 28).
 5. List of Extra Materials supplied to Owner, signed by Owner's Representative.
 6. Other items required by the Specifications.
- E. The following list is intended as a guide to the Contractor to aid in the determining record documents required for the project, however, the requirements specified in the technical sections shall take precedence over this list and this list is not to be interpreted as being complete.
1. Division 00 through Division 48

11.4 OPERATION AND MAINTENANCE DATA

- A. Upon Final Completion specified under Division 28, Contractor shall furnish two (2) hard copies in binders and two (2) electronic copies of operating and maintenance instructions and parts lists for materials, equipment and systems, including electrical and control items, being supplied.
- B. Operating instructions shall include complete operating sequence, control diagrams, description of method of operating machinery, machine serial numbers, factory order numbers, parts, tests, instruction books, Suppliers' phone numbers and addresses and individual equipment guarantees. Parts lists shall be complete in every respect, showing parts and part numbers for readyreference.

- C. Maintenance instructions shall include a written list of required and suggested maintenance for HVAC, electrical, fire alarm or other equipment or features in the project. Each item shall contain a brief description of the maintenance required as well as the recommended time frame or period for the maintenance.
- D. Contractor shall assemble maintenance manual and operating instructions in hard back loose leaf binders and suitably label and index material for ready reference.
- E. Upon Final Completion, Contractor shall submit one copy of the Maintenance Manual and Operating Instructions to the Design Professional for approval and upon receipt of Notice of Approval, deliver the additional corrected copies to the Owner.

11.5 OPERATION AND MAINTENANCE MANUAL

- A. Owner's Manual: Prior to final payment, contractor shall submit one (1) hard copy for review to the Design Professional. Upon approval, Contractor shall determine how many manuals are required containing the following required submittals and any others required in other Sections, suitably typed, indexed and labeled for ready reference.
- B. Upon Substantial Completion, Contractor shall furnish two (2) hard copies in binders and two (2) electronic of operating and maintenance instructions and parts lists for materials, equipment and systems, including electrical and control items, being supplied. Contractor shall furnish separate copies for each Division.
- C. Operating instructions shall include complete operating sequence, control diagrams, description of method of operating machinery, machine serial numbers, factory order numbers, parts, tests, instruction books, Suppliers' phone numbers and addresses and individual equipment guarantees. Parts lists shall be complete in every respect, showing parts and part numbers for ready reference.
- D. Maintenance instructions shall include a written list of required and suggested maintenance for HVAC, fire alarm, electrical or other equipment or features in the project. Each item shall contain a brief description of the maintenance required as well as the recommended time frame or period for the maintenance.
- E. Contractor shall assemble maintenance manual and operating instructions in hard back loose leaf binders, suitably labeled and indexed for ready reference.

11.6 SPARE PARTS AND MAINTENANCE MATERIALS

- A. Contractor shall provide products, spare parts, and maintenance materials in quantities specified in each section, in addition to that used for construction of Work. Contractor shall coordinate with Owner, deliver to person and location as directed and obtain receipt. Contractor shall copy receipt to the Design Professional and Owner. This documentation is required prior to final payment.
- B. Contractor shall deliver spare parts, tools, and extra stocks of material and similar physical items required by individual specification sections to the Owner with a copy of the transmittal to the Design Professional. Contractor shall obtain signed receipts from the Owner for all items.
- C. Contractor shall change over construction locks to permanent keying system and deliver the required number of keys to the Owner. Contractor shall prepare a transmittal document and obtain signed receipts from the Owner for all items.

11.7 SUMMARY

- A. This Section includes administrative and procedural requirements for warranties required by the Contract Documents, including manufacturer's standard warranties on products and special warranties.
- B. Refer to the Contract Documents of the contract for terms of the period for correction of the Work.
- C. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products. Manufacturer's disclaimers and limitations on product warranties do not relieve Suppliers, manufacturers, and Subcontractors required to countersign special warranties with the Contractor
- D. Separate Prime Contracts: Each Prime Contractor is responsible for warranties related to its own contract.

11.8 WARRANTY REQUIREMENTS

- A. Warranties required by the Contract Documents shall commence on the date Substantial Completion is certified by the Design Professional.
- B. Related Damages and Losses: When Contractor corrects failed or damaged warranted construction, Contractor shall remove and replace construction that has been damaged as a result of such failure or must be removed and replaced to provide access of correction of warranted construction.
- C. Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected by replacement or rebuilding; Contractor shall reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty including an equitable adjustment for depreciation.
- D. Replacement Cost: Upon determination that Work covered by a warranty has failed, Contractor shall replace or rebuild the Work to an acceptable condition complying with requirements of the Contract Documents and the Job Order. The Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the Owner had benefited from use of the Work through a portion of its anticipated useful service life.
- E. Owner Recourse: Express warranties made by Contractor to the Owner are in addition to implied warranties and shall not limit the duties, obligations, rights, and remedies otherwise available under the law. Express warranty periods shall not be interpreted as limitations on the time in which the Owner can enforce such other duties, obligations, rights, or remedies.
- F. Rejection of Warranties: The Owner reserves the right to reject warranties that conflict with requirements of the Contract Documents.

11.9 SUBMITTALS

- A. Contractor shall submit written warranties to the Design Professional prior to the date certified for Substantial Completion. If the Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion for the Work, or a designated portion of the Work, the Contractor shall submit written warranties upon request of the Owner.
- B. When a designated portion of the Work is completed and occupied or used by the Owner, by separate agreement with the Contractor, during the construction period, Contractor shall submit properly executed warranties to the Owner within fifteen (15) days of the completion of that designated portion of the Work.

- C. Form of Submittal: At Final Completion, Contractor shall compile two (2) hard copies in binders and two (2) electronic copies of each required warranty properly executed by the Contractor, Subcontractor, Supplier, or manufacturer. The warranty documents must be organized into an orderly sequence based on the table of contents of the Project Manual.
- D. Contractor shall bind warranties and bonds in heavy-duty, commercial-quality, durable 3-ring, vinyl-covered loose-leaf binders, thickness as necessary to accommodate contents, and:
 - 1. Provide heavy paper dividers with celluloid covered tabs for each separate warranty. Mark the tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product, and name, address, and telephone number on the Installer.
 - 2. Identify each binder on the front spine with the typed or printed title "WARRANTIES", Project title of name, and name of the Contractor.
 - 3. When warranted construction required operation and maintenance manuals, provide additional copies of each required warranty, as necessary, for inclusion in each required manual.

11.10 EXAMINATION AND PREPARATION

- A. Contractor shall examine substrates and conditions for compliance with manufacturer's written requirements including, but not limited to, surfaces that are sound, level, plumb, smooth, clean, and free of deleterious substances; substrates within installation tolerances; and application conditions within environmental limits. Contractor shall proceed with installation only after unsatisfactory conditions have been corrected.
- B. Before proceeding to lay out the Work, Contractor shall verify layout information shown in the Detailed Scope of Work, in relation to property survey and existing benchmarks.
- C. Contractor shall take field measurements as required to fit the Work properly. Where fabricated products are to be fitted to other construction, verify dimensions by field measurement before fabrication and, when possible, allow for fitting and trimming during installation.

11.11 CORRECTION OF WARRANTY WORK

- A. The Contractor is required to perform warranty repair work. When the Contractor fails to perform the warranty repair Work in accordance with these Contract Documents and the Job Order, the Owner may complete the repair work and seek reimbursement, for the expenses incurred, from the Contractor or may offset incurred expenses against amounts due to the Contractor.
- B. The Owner's Representative and/or Owner shall serve as the Warranty Coordinator and may designate an Alternate Warranty Coordinator who shall have the authority and responsibility to perform the Coordinator's functions when the Coordinator is absent. The Warranty Coordinator shall maintain:
 - 1. An updated list of all building/systems that are covered by a warranty.
 - 2. An updated schedule of all equipment under warranty and their warranty period.
- C. Before authorizing repairs to or replacement of parts on any building/system, the Warranty Coordinator shall determine if a valid warranty, covering the specific failure, exists. The Warranty Coordinator shall avoid, whenever possible, any action that may void a warranty.

- D. When a valid warranty exists, the Warranty Coordinator shall contact the Contractor regarding the terms of the warranty. The Warranty Coordinator shall provide copies of the Warranty Notification to Owner Representative, Owner, the Contractor and the responsible Subcontractors, manufacturers and Suppliers.
- E. If there is no warranty covering the specific failure, or if the warranty has expired, the Warranty Coordinator shall ensure that the necessary repairs/replacements are completed in accordance with the appropriate written instructions.
- F. Warranty Coordinator shall evaluate all failures covered by a warranty and determine the required timeframe for correction based on the urgency of the failure. Failures will be categorized as Emergency, Urgent or General. Upon notification of warranty Work required, the Subcontractor shall complete the warranty repair Work in the following timeframe:
 - 1. Emergency repair Work with in four (4) hours
 - 2. Urgent repair Work within sixteen (16) hours
 - 3. General service or repairs within five (5) days
- G. Emergency failures require immediate action to resolve imminent threats to health, life, safety or a security system failure. When the Warranty Coordinator determines that an emergency situation exists, he/she shall authorize immediate action to control the emergency and prevent greater loss.
 - 1. Upon determination that the failure is covered by a warranty, the Coordinator shall complete a Warranty Notification Form, immediately notify the Contractor and coordinate with the Contractor for immediate repair.
 - 2. The Warranty Coordinator may extend the allowable timeframe, provided the Contractor has submitted a written request and has documented that the problems requiring the time extension are beyond their control. The Contractor shall reach an agreement with the Warranty Coordinator on the specific repairs to be performed, when the repairs will be completed, and document the agreement in a letter to the recipients of the Warranty Notification.
- H. In the event that the Contractor fails to respond and/or restore the building/systems to operating condition within the specified time period, the Warranty Coordinator will arrange for the Work to be performed by qualified personnel/contractors. The Contractor shall be responsible for reimbursing the Owner for the expenses incurred.
- I. Warranty Coordinator shall monitor all on-site repairs done by any Contractor in response to a warranty claim request to ensure compliance with the repair agreement. The Warranty Coordinator shall ensure that each warranty claim is fully documented.
 - 1. Contractor shall assign a representative to walk with the Owner Warranty Coordinator to review the completed project six (6) months and eleven (11) months after final completion date. Contractor shall document any found deficiencies. Items found requiring correction, modification, or warranty attention shall be documented and resolved as noted in this specification section.

11.12 PROJECT CLOUSEOUT CHECKLIST

A. SPARE PARTS AND MAINTENANCE MATERIALS

1. Contractor shall deliver spare parts, tools, extra stocks of material and similar physical items required by individual Specification sections to the Owner with a copy of the transmittal to the Owner Representative and obtain signed receipts from the Owner for all items.

B. OWNER TRAINING

1. The Contractor shall include all costs associated with providing educational services necessary for (1) State of Arizona employee to become a factory authorized, fully certified technician for the fire alarm equipment, HVAC equipment and electrical systems being supplied and installed by the JOC Contractor.
2. The educational services shall be provided locally (offered in the City of Phoenix metropolitan area) and shall be inclusive of all necessary educational / training classes, seminars, instructor fees and their associated travel expenses, learning materials, demonstration systems, tools, testing equipment, etc. as required for full factory certification.
3. Schedule: Contractor shall provide warranties on products and installations for the following:
 - a. Door Hardware
 - b. Fire Alarm Systems
 - c. HVAC Equipment
 - d. Electrical Systems

WARRANTY NOTIFICATION

Warranty File Claim Number _____

To: _____ Facility _____ Date _____

Warranty repair service is requested for the following problem:

Problem Description

Equipment involved

Equipment ID Number

Location of Problem-Building/Room Number or Area
Problem

Warranty Coordinator Familiar with

Severity of Problem:

Emergency

Urgent

General

FOLLOW-UP TELEPHONE CALLS:

Called

on

at

Called

on

at

Called

on

at

This request for service will remain an outstanding item until a disposition response including the Contractor's representative signature, is received.

CONTRACTOR DISPOSITION:

Date Request Received

Time Received

Who Resolved

When

Description of Action Taken

Contractor's Representative Signature

Your assistance in obtaining prompt correction of this problem is appreciated.

**Sincerely,
Warranty Coordinator**

END OF SECTION

CLOSEOUT CHECK LIST

PROJECT: _____ Owner PROJECT NO. _____
FACILITY: _____
CONTRACTOR: _____

Submit the items required for your contract and project specifications as well as special items called for in the specifications not covered by this list.

- A. General Requirements: (Two (2) binders with hard copies and two (2) electronic copies)
1. Certificate of Final Completion - AIA Form G704 or similar form acceptable to the Owner _____
 2. Final Pay Request _____
 3. Affidavit of Payment of Debts & Claims - AIA Form G706 or similar form acceptable to the Owner _____
 4. Affidavit of Release of Lien - AIA Form G706A or similar form acceptable to the Owner (Conditional or Unconditional as required by Owner) _____
 5. Consent of Surety - AIA Form G707 or similar form acceptable to the Owner (if bonded) _____
 6. Prime Consultant (A/E) Letter Certifying that Project completed according to Plans and Specifications _____
- B. Lien Waivers: (Two (2) binders with hard copies and two (2) electronic copies)
1. All Subcontractors and Material Suppliers (see list submitted with bid and all approved substitutions) _____
 2. All Vendors with Preliminary Notices Filed _____
- C. Guarantees: (These are minimum warranty periods unless specifications state otherwise. (Two (2) binders with hard copies and two (2) electronic copies)
1. Total project guarantee 2 years by Contractor _____
 2. Electrical (2 year by Subcontractor) _____
 3. Fire Alarm System (2 year Subcontractor) _____
 4. HVAC System (2 year Subcontractor) _____
- D. "As-Built" Drawings:
1. Complete set of Construction Documents and (Two (2) hard copies and two (2) electronic copies)
 2. CAD backgrounds from Architect and Engineer to be submitted in electronic form
- E. Record Construction Documentation: Copies of the following items to be inserted in overall General Requirements Binders and in electronic form.
1. Addenda _____
 2. Architect/Engineer's Supplemental Instructions (ASI/ESI) _____
 3. Change Orders _____
 4. Requests for Information _____
- F. Maintenance & Operations Manuals: Provide in two (2) bound binders and two (2)

electronic forms.:

1. Electrical _____
2. Fire Alarm System _____
3. HVAC System _____
4. **To be included in O&M:**
 - a) Subcontractors, major suppliers list with company's names, addresses and telephone numbers.
 - b) Warranties and certifications.
 - c) Affidavit from general and subcontractors on use of asbestos free materials
 - d) Maintenance/operation instructions and parts list.
 - e) List of Extra Materials supplied to Owner (keys, video training tapes, etc. if applicable), signed by Owner's Representative.
 - f) Manufacturers' Data Sheets
 - g) Other items required by the Specifications

END OF SECTION

SECTION 12 MEASUREMENT AND PAYMENT

This Section 12 is applicable in the event progress payments will be utilized or as otherwise indicated on the Job Order.

12.1 SCHEDULE OF VALUES

- A. Applications for Payment shall be made on AIA Document G702 or similar forms acceptable to the Owner.
- B. The first Application for Payment package shall include the Application for Payment document as well as the Schedule of Values indicating the scheduled value of major categories and subcontracts for the Work. Contractor shall submit six (6) copies of the package for approval by the Owner Representative.
- C. For each item, Contractor shall provide a column for listing: Item number; Description of Work; Scheduled Value, Previous Applications: Work in Place and Stored Materials under this Application; Authorized Supplemental Job Orders; Total Completed and Stored to Date of Application; Percentage of Completion; and Balance to Finish.

12.2 PAY REQUEST

- A. **The form of Application for Payment shall be a notarized AIA Document G702, or similar notarized form acceptable to the Owner, supported by approved AIA Document G703, or similar notarized form acceptable to the Owner. Unless otherwise directed by the Customer, a minimum of two (2) original copies of these forms shall be submitted for each application. Contractor shall:**
 - 1. Present required information in typewritten form or electronic media printout to the Design Professional.
 - 2. Execute certification by signature of authorized officer. **(NOTARIZED)**
 - 3. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of Work performed and for stored products. Schedule of Values shall include line items for As-Builts, Bond, Supervision, General Conditions and Overhead and Profit.
 - 4. List each authorized Supplemental Job Order as an extension on continuation sheet, listing Supplemental Job Order number and dollar amount as for an original item of Work.
- B. With each Application for Payment Contractor shall **submit lien releases for the previous payment**, substantiation for stored materials, monthly progress reports and updates, and any other pertinent items required by the Owner or Owner Representative and identified during the Pre-Construction Conference.
- C. Contractor shall use AIA Documents G706, Contractor's Affidavit of Payment of Debts and Claims, G706-A, Contractor's Affidavit of Release of Liens, Documents G707, Consent of Surety Company to Final Payment, **or similar forms acceptable to the Owner.**
- D. When acceptable to the Owner, the Contractor may submit for payment on properly stored materials not yet incorporated into the Work. **Materials stored on the site must be in a secured area and be protected from damage, weather, theft or vandalism. The Contractor shall be responsible for replacing any damaged or missing materials.**

- E. **Offsite storage shall not be permitted.** Stored materials must be located onsite.
- F. See Project Closeout Section 11 for Final Billing Procedure.

12.3 PAY FREQUENCY

- A. **Job Orders With a Job Order Completion Time Less Than Thirty (30) Days.** Contractor shall submit a single Application for Payment, as per Section 12 of this document, after Final Completion (including, without limitation, all deficiency, correction or incomplete items (Punch List)).
- B. **Job Orders With a Job Order Completion Time Greater Than Thirty (30) Days.** Contractor shall initiate Progress Payments by monthly Applications for Payment submitted as per Section 12 of this document. Such payments shall be made in accordance with A.R.S. § 41-2577.

12.4 CERTIFICATES OF PAYMENT. Within seven (7) days after the receipt of Contractor's Application for Payment, the Design Professional will either issue a Certificate for Payment to Contractor for such amount as the Design Professional determines is properly due or notify the Contractor in writing of the reasons for withholding a Certificate for Payment. If the Design Professional or Owner Representative fails to take action within the seven (7) days, the Application for Payment will be deemed to have been approved and a Certificate for Payment for the full amount in the Application for Payment will be deemed to have been issued by Design Professional.

12.5 PAYMENTS

- A. Owner shall make payments on or before fourteen (14) days after the issuance of a Certificate for Payment against an Application for Payment. If a portion of an Application for Payment is disputed, the undisputed portion will be paid within fourteen (14) days after the Design Professional provides notification to the Contractor of the items in dispute.
- B. Before the Owner determines to pay nothing or to pay less than the amount requested by Contractor, the Design Professional and Owner must discuss the matter with the Site Manager and they must attempt to come to a mutually satisfactory resolution of the matter. If they do not concur, Design Professional will make a final determination. If the Contractor disagrees with Design Professional's final determination, Contractor may pursue the matter under Special Terms and Conditions, Paragraph 10, Claims.
- C. All material and Work covered by a paid partial payment shall thereupon become the sole property of the Owner. Nothing in this Subparagraph shall be construed as relieving the Contractor from sole responsibility of care and protection of materials and Work upon which payments have been made or restoration of any damaged Work or as a waiver of the right of the Owner to require fulfillment of all terms of the Contract Documents.

12.4 FINAL PAYMENT

- A. The Contractor shall submit to the Design Professional a final Certificate for Payment with the Final Inspection Certificate.
- B. The final payment shall not become due until the Contractor also submits all items required in 12.02 (C) above.
- C. After the Design Professional has issued the Final Inspection Certificate and the final Certificate for Payment for a Job Order; after the Owner has received all other documents required by the Contract Documents; and after the Contractor has complied with the other requirements of the Contract Documents and the Job Order, Owner shall make final payment ("Final Payment") under the Job Order in the manner provided in the Contract Documents.

- D. The acceptance of final payment for a Job Order shall constitute a waiver of all claims by the Contractor except those previously submitted to Owner and Design Professional in writing and identified by the Contractor as unsettled at the time of the final Application for Payment.
- E. If any Subcontractor or Supplier refuses to furnish a release or waiver required by Owner, Contractor may furnish a bond satisfactory to Owner to indemnify Owner against any such lien.
- F. If any claim or lien remains unsatisfied after all payments are made under a Job Order, Contractor shall immediately upon demand refund to Owner all moneys that the latter may be compelled to pay in discharging such claim or lien, including all costs and reasonable attorneys' fees.

12.5 SUBCONTRACTORS

- A. The Contractor shall pay to the Contractor's Subcontractors or material Suppliers and each Subcontractor shall pay to the Subcontractor's subcontractor or material supplier, within seven (7) days of receipt of each progress payment, unless otherwise agreed in writing by the parties, the respective amounts allowed the Contractor or subcontractor on account of the Work performed by the Contractor's or Subcontractor's subcontractors, to the extent of each such subcontractor's interest therein, except that no contract for construction may materially alter the rights of any Contractor, Subcontractor or material Supplier to receive prompt and timely payment as provided under this section. These payments to subcontractors or material suppliers shall be based on progress payments received.
- B. Neither Owner nor Owner Representative shall have any obligation to pay or to see to the payment of any moneys to any Subcontractor, except as may otherwise be required by law.

SECTION 13 CHANGES IN WORK

13.1 SUMMARY

- A. Section Includes: Procedures and documents for changes, deletions, or additions to the Detailed Scope of Work for a Job Order that has been issued.

13.2 DEFINITIONS

- A. “Construction Change Directive” (CCD) means a document signed by Owner and the Design Professional only, directing the Contractor to proceed with the changes, deletions, or additions to the Detailed Scope of Work and stating a proposed basis for adjusting the Job Order Price and Job Order Completion Time. This form is used in the absence of agreement on the terms of the Supplemental Job Order.

13.3 PROCEDURES

- A. Initiation of Proposals for Changes, Deletions, or Additions:

1. From time to time, the Owner or the Design Professional may issue to the Contractor, a Job Order Proposal Request for a change, deletion, or addition in the Detailed Scope of Work. The request will contain a Detailed Scope of Work containing a description of the change, deletion or addition, and Drawings and Specifications, as applicable.
2. The Contractor may also propose a change, deletion, or addition in the Detailed Scope of Work due to unforeseen conditions or from supplemental instructions received from the Design Professional, by submitting a request therefore in writing. This request is submitted to the Design Professional and describes the proposed change, deletion, or addition stating the reason therefore, and the impact on the Job Order Price and Job Order Completion Time, with supporting documentation.

- B. Execution of Documents:

1. When a Job Order Proposal Request in connection with a Supplemental Job Order is received by the Contractor, the Contractor shall respond within seven (7) days by submitting a Job Order Proposal for such Supplemental Job Order in accordance with the Procedures to Develop all Job Orders. Likewise, the Design Professional shall respond to the Contractor's written request for a change, deletion, or addition within seven (7) days of receipt.
2. In the absence of total agreement on the Supplemental Job Order, the Owner may issue a CCD to be followed by a Supplemental Job Order when an agreement is finally made.
3. The Contractor shall promptly proceed with all changes, deletions, and additions upon receipt of an executed Supplemental Job Order or Construction Change Directive.

- C. Computation of Costs:

1. The Contractor shall compute the cost of changes, deletions, or additions in accordance with Section 8, Procedures to Develop all JobOrders.
2. Credits for Prepriced and Non Prepriced Tasks shall be calculated at the pre-set Unit Prices and multiplied by the appropriate Adjustment Factors. The result is that a credit for Tasks that have been deleted from the Detailed Scope of Work will be given at 100% of the value at which they were included in the original Price Proposal.

SECTION 14 SITE CONDITIONS

- 14.1 Contractor shall be thoroughly acquainted with all information provided by Owner or Design Professional, concerning the conditions of the Work. In addition, Contractor shall be responsible for obtaining information concerning conditions of the Work typically obtained within the construction industry to assess conditions for similar projects. Contractor is responsible for correctly and fully estimating the difficulty and cost of successfully performing the Detailed Scope of Work.
- 14.2 Contractor agrees that before submitting the Proposal, Contractor will thoroughly examine (collectively, the "Site Information"):
- A. the Site,
 - B. the Detailed Scope of Work,
 - C. all as-built data provided to Contractor by Owner or the Design Professional, and if applicable, any boring data or other soils information,
 - D. all other information provided by Owner or any Design Professional concerning the conditions of the Site, and
 - E. all information which Contractor is responsible to obtain under the paragraph immediately above.
- 14.3 Contractor acknowledges that as-built data and, if applicable, any boring data and other soils information made available to it is only a general indication of materials and/or conditions likely to be found in existing structures or facilities or other areas and, if applicable, adjacent to borings. If Contractor determines that the information is erroneous, inadequate or ambiguous, it shall immediately report its conclusions to Owner Representative, Owner and the Design Professional in writing. If, after determining that the information is erroneous, inadequate, or ambiguous, and after reporting its conclusions, Contractor remains dissatisfied or uninformed, Contractor shall refrain from submitting a Proposal until the matter is resolved. If Contractor submits a Proposal, Contractor shall be deemed to have waived any claim it may have as the result of the alleged erroneous, inadequate or ambiguous information. By submission of a Proposal, Contractor represents and warrants to Owner that Contractor has examined and evaluated the Site Information and has taken the Site Information into account in preparing its Proposal.
- 14.4 Contractor shall immediately, and before such conditions are disturbed, notify Owner Representative, Owner and the Design Professional in writing of concealed or latent physical conditions or subsurface conditions encountered at a Site that were not known by Contractor that could adversely affect the Job Order Price or the Job Order Completion Time, and that both:
- A. differ materially from those indicated by the Site Information and could not have been discovered by careful examination and investigation of the Site Information provided or obtained at the time of submission of the Proposal or by the date on which the Job Order was issued by Owner; and
 - B. are of an unusual nature, differing materially from those ordinarily encountered in the locale or generally recognized as inherent in construction Work of the character provided for in the Job Order.
- 14.5 Owner shall within ten (10) days after receipt of notice from Contractor, or such other longer reasonable time as necessary, investigate the conditions reported by Contractor under the paragraph immediately above. If Owner finds that conditions are so materially different as to support an equitable adjustment in the Job Order Price or Job Order Completion Time, an equitable adjustment will be accomplished by a Supplemental Job Order. The Supplemental Job Order Price will be for the actual, demonstrated direct cost impact to address the unforeseen

condition. Extensions of Job Order Completion Time will be considered only when based upon submission of an updated Construction Schedule showing an actual unavoidable delay to the critical path resulting from the unforeseen condition. If Owner determines that no Supplemental Job Order will be issued, there will be no change in the Job Order Price or the Job Order Completion Time for the respective Job Order. Regardless of the outcome, Contractor shall continue with the original Detailed Scope of Work.

- 14.6 No claim by Contractor for an increase in the Job Order Price or the Job Order Time shall be allowed without proper advance notice and an adequate opportunity for Owner to investigate.
- 14.7 The Owner may, at its option, include quantities in the Detailed Scope of Work if it helps to define the Detailed Scope of Work, if the actual quantities required are not known or cannot be determined at the time the Detailed Scope of Work is prepared, if the Contractor and the Owner cannot agree on the quantities required, or for any other reason as determined by the Owner. In all such cases, the Owner shall issue a Supplemental Job Order adjusting the quantities appearing in the Detailed Scope of Work to the actual quantities.

SECTION 15 ADJUSTMENT OF THE ADJUSTMENT FACTORS

- A. The State may consider a request for increase in the Adjustment Factors on each anniversary of the award date to account for changes in construction costs, provided, the Contractor requests in writing, no less than thirty days prior to the anniversary of the award date, that the Adjustment Factors be updated. Such request shall be delivered to the State and to Gordian. In the event the Contractor fails to deliver the request timely, then the State shall determine the date on which the Adjustment Factors will be updated, if approved, but in no event will such date be later than thirty days after the written request to update the Adjustment Factors is received by the State.
- B. Thereafter, Contractor's Normal Working Hours and Other than Normal Working Hours Adjustment Factors will be adjusted according to the following:
1. A Base Year Index shall be calculated by averaging the 12-month Construction Cost Indices (CCI) the average of the twenty cities published in the Engineering News Record (ENR) for the 12 months immediately prior to the month of the bid due date (e.g. April bid date, Base Year Index is April of the prior year to March of the bid date year).
 2. A Current Year Index shall be calculated by averaging the 12-month Construction Cost Indices (CCI) for the average of the twenty cities published in the Engineering News Record (ENR) for the 12 months beginning with the month of anniversary of the bid due date (e.g. April bid date, Current Year Index is April of the prior year to March of the current year).
 3. The Economic Price Adjustment shall be calculated by dividing the Current Year Index by the Base Year Index.
 4. The Contractor's original Adjustment Factors shall be multiplied by the Economic Price Adjustment to obtain the Contractor's new Adjustment Factors effective for the next 12 months.
 5. Averages shall be obtained by summing the 12 month indices and dividing by 12.
 6. All calculations in this article shall be carried to the fifth decimal place and rounded to the fourth decimal place. The following rules shall be used for rounding:
 7. The fourth decimal place shall be rounded up when the fifth decimal place is five (5) or greater.
 8. The fourth decimal place shall remain unchanged when the fifth decimal place is less than five (5).
- C. ENR occasionally revises indices. ENR CCIs used in the calculations described above shall be those currently published at the time the Economic Price Adjustment calculation is performed. No retroactive adjustments will be made as a result of an ENR revision. Revised CCI indices, if any, shall be used in subsequent calculations.
- D. Under all circumstances, should the Contractor submit a Job Order Proposal with inaccurate Adjustment Factors, the act of submission by the Contractor is a waiver of all rights to any further compensation above the Job Order Price submitted in the Job Order Proposal.
- E. The Contractor cannot delay submission of the Job Order Proposal past the due date to take advantage of a scheduled update of the Adjustment Factors. In that event, the

Contractor shall use the Adjustment Factors that would have been in effect without the delay.

- F. The Adjustment Factors for Reimbursable Tasks will remain constant for the duration of the Contract and a not to exceed amount for Non Prepriced Tasks.

SECTION 16 TIME PERIOD TO ISSUE JOB ORDERS

All Job Orders issued during the term of this Contract shall be valid and in effect notwithstanding that the Detailed Scope of Work may be performed, payments may be made, and the guarantee period may continue, after such period has expired. All terms and conditions of the Contract apply to each Job Order.

SECTION 17 ADMINISTRATIVE AND COOPERATIVE FEES

Other state agencies and purchasing cooperative members within the State of Arizona may purchase construction services from the Contractor utilizing this Contract through a cooperative purchasing arrangement as provided in Special Terms and Conditions, Paragraph 2.5, Eligible Agencies. The Contractor acknowledges that The Gordian Group, Inc. will administer this Contract for other state agencies and cooperative program members through its eziQC® system and its subsidiary EZIQC, LLC and that the State of Arizona has no obligation to administer Work performed for other entities.

The Contractor shall inform the Gordian Group, Inc. of requests for Work by other state agencies and cooperative program members by entering new project information in the eziQC® website at <http://www.eziqc.com>. The Contractor shall not collect information from other entities on forms or web sites other than at <http://www.eziqc.com>. The Contractor may input new project information on the eziQC® web site on behalf of an Owner.

Other state agencies or members of cooperative purchasing entities (“Entities”) may purchase construction services from the Contractor utilizing this Contract. If the Contract is utilized by Entities, the Contractor agrees to pay Gordian a 5.00% license fee (eziQC® License Fee) due and payable within five (5) days from the date the Contractor receives payment from an Entity. License Fees not paid by the specified deadline shall bear an interest rate of 1½% per month until paid. The Adjustment Factors for Other State Agency Projects and Non-State Agency Projects, as calculated on the pricing document prior to Contract award, include the eziQC® License Fee. The application of the Other State Agency Adjustment Factors or the Non- State Agency Adjustment Factors is the Contractor’s sole compensation for the eziQC® License Fee.

If the Contract is accessed and utilized by other cooperative program members, **the Contractor agrees to promptly pay the 1% State of Arizona Department of Administration Administrative Fee (Administrative Fee) consistent with the Special Terms and Conditions, Paragraph 4.1, Administrative Fee.** The Gordian Group, Inc. will collect the Administrative Fee through its subsidiary EZIQC, LLC, and will remit it to the State of Arizona on behalf of the contractor. The Adjustment Factors for Non-State Agency Projects, as calculated on the pricing document prior to Contract award, include the Administrative Fee. The application of the Adjustment Factors for Non-State Agency Projects is the Contractor’s sole compensation for the Administrative Fee.

The Fee shall be due and payable within fifteen (15) Days from the date that the Contractor receives payment from a state agency or cooperative program member ordering Work by accessing the Contract. The Contractor shall have no claim or right to any portion of the Fees. Failure to pay Fees in a timely manner shall be considered a material breach of this Contract and, at the State of Arizona’s sole discretion, may be deemed grounds for termination of this Contract.

The Contractor acknowledges that The Gordian Group, Inc. will administer cooperative purchases through this Contract and that the Owner has no obligation to administer purchases by Entities.

Gordian authorize the Contractor the use of Gordian’s names, logos, trademarks, and Gordian provided materials solely for the presentation and promotion of the availability and use of this Contract by Entities and potential Entities. The Contractor authorizes the Owner and Gordian the use of the Contractor's name, logos, trademarks, and Contractor provided materials in the presentation and promotion of the availability and use of this Contract by Entities and potential Entities.

The Owner and Gordian shall not be liable or responsible for any obligation, including, but not

limited to, payments due under a Job Order, Purchase Order or similar purchasing document issued to the Contractor by the Entity (“Purchase Order”).

The Contractor shall remit License Fees as follows:

Payments Made Payable to: ezIQC, LLC

Mail Checks to: Attention: A/R Department
30 Patewood Drive, Suite 350
Greenville, SC 29615

The Contractor shall, within two (2) business days of receipt of a Purchase Order from an Entity, provide notification to the Owner and Gordian of each Purchase Order by forwarding a copy of the Purchase Order via email to PO@ezIQC.com or via facsimile to (864) 233-9100.

The Contractor shall, within two (2) business days of sending an invoice to an Entity, provide notification to the Owner and Gordian of each invoice by forwarding a copy of the invoice via email to Invoice@ezIQC.com or via facsimile to (864) 233-9100.

The State of Arizona and The Gordian Group, Inc. may request records from the Contractor for all purchasing conducted with Owners through use of this Contract and payment of all Fees. If discrepancies exist between Owner activity and Fees paid, the State of Arizona or The Gordian Group, Inc. will provide written notification to the Contractor of discrepancies and allow the Contractor thirty (30) days from the date of notification to resolve the discrepancy. In the event the Contractor does not resolve the discrepancy to the satisfaction of the State of Arizona and The Gordian Group, Inc., notwithstanding any other remedies available to the State of Arizona by law or contract, the State of Arizona and The Gordian Group, Inc. reserve the right to engage a third party to conduct an independent audit of the Contractor’s records, and Contractor shall reimburse the appropriate party for the cost and expense related to such audits.

SECTION 18 MARKETING THE CONTRACT

The Contractor authorizes the State of Arizona and The Gordian Group, Inc. the use of the Contractor's name, trademarks, and Contractor provided materials in the presentation and promotion of the availability and use of the Contract by other entities.

Prior to the use, advertisement or promotion of information for commercial benefit concerning this Contract or anything having to do with this Contract, Contractor shall comply with Uniform Terms and Conditions, Paragraph 3.6. Additionally, the Contractor must adhere to the following when preparing marketing materials, and in the use of proprietary materials, such as trademarks, service marks, etc.:

1. All uses of the trademarks and service marks belonging to The Gordian Group, Inc. and EZIQC, LLC shall include the registered trademark symbol (®) at all times.
2. Under no circumstances may copy or branding images of the State of Arizona, The Gordian Group, Inc. or EZIQC, LLC be altered in any way without the express written approval of the State of Arizona or The Gordian Group, Inc. as applicable.
3. The state may request the Contractor attend in-state tradeshows or speaking engagements in conjunction with the State of Arizona Procurement Officer administering the contract to provide information for the State Job Order Contracting Program. Contractor shall be responsible for payment of all necessary Contractor expenses for any event attendance.

SECTION 19 INTENTIONALLY DELETED

JOB ORDER		Job Order Number:	Date:
Part IV - Points of Contact			
<i>Owner Representative</i>	Address	Phone Number	
Name & Title		Fax Number	
<i>Owner</i>	Address	Phone Number	
Name & Title		Fax Number	
<i>Contractor Project Manager</i>	Address	Phone Number	
Name & Title		Fax Number	
<i>Site Manager</i>	Address	Phone Number	
Name & Title		Fax Number	
<i>Design Professional</i>	Company Name		
Name	Address	Phone Number	
Title		Fax Number	

Part V - Other Requirements	
<p>The following checked items are required. The requirements for each are in the Operating Manual</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Submittals <input checked="" type="checkbox"/> Shop Drawings <input checked="" type="checkbox"/> Samples <input checked="" type="checkbox"/> Product Data 	<p>Received by Customer from Contractor?</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Insurance Certificate <input checked="" type="checkbox"/> Performance Bond <input checked="" type="checkbox"/> Payment Bond
<p>The following checked items are required. The requirements for each are in the RFQ:</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Arizona Department of Corrections Provisions <input checked="" type="checkbox"/> Federal Clauses for AIP Construction Job Orders 	<ul style="list-style-type: none"> <input checked="" type="checkbox"/> Federal Requirements for Construction Job Orders <input checked="" type="checkbox"/> Federal Clauses for AIP Equipment

Part VI – Approvals		
Owner Representative	Signature	Date
Owner	Signature	Date



Attachments

Solicitation No.
ADSPO17-00007424

Description:
Statewide Fire Alarm Job Order
Contracting

Arizona Department of
Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

PART 10 - ATTACHMENTS

This part of the solicitation contains the forms that are to be submitted as part of the Offer when responding to this Solicitation. Unless stated otherwise, **all pre-printed forms provided in this document shall be completed using the document provided according to the instructions as stated in the Solicitation.**

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE SOLICITATION BEFORE COMPLETING THESE FORMS AND SUBMITTING THE OFFER.

Attachment 1: Offer and Acceptance Form.....	3
Attachment 2-A: Offeror Information Questionnaire	4
Attachment 2-B: Experience and Organizational Profile.....	6
Attachment 3-A: Method Proposal.....	8
Attachment 3-B: Key Personnel Proposal.....	11
Attachment 3-C: Proposed Subcontractor Selection Plan.....	13
Attachment 3-D: Financial Statements and Bankruptcy/Lawsuit Involvement	15
Attachment 3-E: Boycott of Israel Disclosure.....	15
Attachment 4: Pricing (Reserved).....	16
Attachment 5-A: Proposed Designation of Confidential Information	18
Attachment 5-B: Conformance Statements.....	20
Attachment 5-B: Exceptions Taken	21
Attachment 5-C: Insurance and Bonding Evidence.....	22
Attachment 5-D: Offer Checklist	23



Attachments

Solicitation No.
ADSPO17-00007424

Description:
**Statewide Fire Alarm Job Order
Contracting**

Arizona Department of
Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

ProcureAZ Step-By-Step Guides and Quick Reference Guides are accessible on the ProcureAZ website <https://procure.az.gov>, The ProcureAZ Helpdesk staff is available at 602-542-7600 or by email at procure@azdoa.gov for technical assistance in submitting proposals.

Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the appropriate Procurement Agency. Requests should be made as early as possible to allow time to arrange the accommodation. A person requiring special accommodations may contact the solicitation contact person responsible for this procurement as identified above.



Attachments

Solicitation No.
ADSP017-00007424

Description:
Statewide Fire Alarm Job Order Contracting

Arizona Department of
Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

Attachment 1: Offer and Acceptance Form

OFFER TO STATE OF ARIZONA:

The Undersigned hereby offers and agrees to provide Statewide Mechanical electrical, Plumbing, Fire Alarm and Roofing Job Order Contracting in compliance with all Terms, Conditions, Best and Final Offer, Requirements, Amendments, et. al. in the Solicitation including any written exceptions in the offer accepted by the State.

Company Name

Signature of Person Authorized to Sign Offer

Address

Printed Name and Title

City | State | ZIP

Contact Name and Title

Web address

Contact Phone and Email

CERTIFICATION

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

1. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 2009-9 or A.R.S. §§ 41-1461 through 1465.
2. The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
3. The Offeror certifies compliance with A.R.S. § 41-3532 when offering electronics or information technology products, services, or maintenance.
4. The Offeror is not debarred from, or otherwise prohibited from participating in any contract awarded by any federal, state or local government.

ACCEPTANCE OF OFFER FOR STATE OF ARIZONA

The Offer is hereby accepted. The Contractor is now bound to sell the goods and perform the services under the attached Contract and based upon the Solicitation, including all Terms, Conditions, Best and Final Offer, Scope of Work/Specifications, Amendments, et. al., and the Contractor's Offer as accepted by the State of Arizona.

This Contract shall henceforth be referred to as Contract No.

The effective date of the Contract is

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

Awarded this _____ day of _____ 20 _____

Procurement Officer

Available online at: Procure.AZ.gov

Page 3 of 23

Section Title: Attachments

Section Date: June 19, 2017



Attachments

Solicitation No.
ADSP017-00007424

Description:
Statewide Fire Alarm Job Order
Contracting

Arizona Department of
Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

Attachment 2-A: Offeror Information Questionnaire

Failure to fully address all information requested may cause the SOQ to be determined non-responsive.

Please expand space provide as needed to submit a complete answer.

1. List your firm's home office location:

Insert answer here

2. List your firm's branch office location(s):

Insert answer here

3. List your firm's Registrar of Contractor's license number(s):

Insert answer here

4. Identify where your firm will perform work if awarded a contract and for each region(s) (1 through 7, see Exhibit 1 Regions Map) check the appropriate box below for the type of Contract work your firm is submitting qualifications for under each region :

Region 1				Fire Alarm <input type="checkbox"/>	
Region 2				Fire Alarm <input type="checkbox"/>	
Region 3				Fire Alarm <input type="checkbox"/>	
Region 4				Fire Alarm <input type="checkbox"/>	
Region 5				Fire Alarm <input type="checkbox"/>	



Attachments

Solicitation No.
ADSPO17-00007424

Description:
Statewide Fire Alarm Job Order Contracting

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

Region 6				Fire Alarm <input type="checkbox"/>	
Region 7				Fire Alarm <input type="checkbox"/>	

5. Is your firm currently under acquisition from a different entity or in the process of merging with another company that could affect performance of Job Order Contracting?

Insert answer here

6. Please disclose any known possible conflicts of interest in performing Job Order Contracting for State's Eligible agencies:

Insert answer here



Attachments

Solicitation No.
ADSPO17-00007424

Description:
**Statewide Fire Alarm Job Order
Contracting**

Arizona Department of
Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

7. Please list any claims filed against or by your firm, in the last five (5) years. Include contact information including name and telephone number of claimant or claim manger:

Insert answer here

8. There is no guarantee as to the amount of work an awarded Contractor will be offered and perform under this contract. However, the State requires evidence that Contractor has bonding capacity should work be awarded. What is your firm's strategy to ensure that enough bonding capacity will be available for work awarded under this contract?

Insert answer here



Attachments

Solicitation No.
ADSPO17-00007424

Description:
**Statewide Fire Alarm Job Order
 Contracting**

Arizona Department of
 Administration
State Procurement Office
 100 N 15th Ave., Suite 402
 Phoenix, AZ 85007

Attachment 2-B: Experience and References

Failure to fully address all information requested may cause the SOQ to be determined non-responsive.

If needed, please expand answer space provided to complete response.

Firm Name		Year Established	
Principal Address (Street, City, State)			
Years the organization has been performing JOC services in the State of Arizona.			
Years the organization has conducted business in the State of Arizona.			

COMPANY REPRESENTATIVE TO CONTACT FOR CLARIFICATION REGARDING THIS SOLICITATION AND JOC			
	Name	Title	Telephone Number
1			

<p>A. Please demonstrate to the State your firm’s experience providing JOC or similar services. List projects completed in the past five years on the attached spreadsheet (Annex 1 to Attachment 2-B), complete all information in the categories provided.</p>
<p>B. Please demonstrate to the State your firm’s experience developing job orders or similar work with detailed cost estimating utilizing a unit price book estimating system. Provide the name(s) of the estimating and price book system(s) used. Insert answer here</p>
<p>C. Please demonstrate to the State your firm’s experience with developing a team suitable for JOC or similar work. Please include names of team members, project experience. Demonstrate experience that your team can deliver projects to the satisfaction of the customer. Insert answer here</p>
<p>D. Please demonstrate to the State your firm’s experience with understanding customer timelines and developing and updating detailed project schedules suitable to deliver JOC or similar work to the satisfaction of the customer. Insert answer here</p>
<p>E. Please demonstrate to the State your firm’s experience with developing detailed project scope from site walks and/or joint scope meetings where limited or no plans and specifications are available. Insert answer here</p>



Attachments

Solicitation No.
ADSP017-00007424

Description:
**Statewide Fire Alarm Job Order
Contracting**

Arizona Department of
Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

**REFERENCES FOR STATE TO CONTACT: LIST THE LAST FOUR (4) PROJECTS
COMPLETED BY YOUR FIRM IN DATE SEQUENCE, CURRENT PROJECT LISTED FIRST**

1	Client Company/Address	Contact	Begin Date	End Date
		Phone Number	Email Address	
Services Provided				

2	Client Company/Address	Contact	Begin Date	End Date
		Phone Number	Email Address	
Services Provided				

3	Client Company/Address	Contact	Begin Date	End Date
		Phone Number	Email Address	
Services Provided				

4	Client Company/Address	Contact	Begin Date	End Date
		Phone Number	Email Address	
Services Provided				



Attachments

Solicitation No.
ADSP017-00007424

Description:
Statewide Fire Alarm Job Order Contracting

Arizona Department of
Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

Attachment 3-A: Method Proposal

Failure to fully address all information requested may cause the SOQ to be determined non-responsive.

If needed, please expand answer space provided to complete response.

Response must demonstrate your comprehension of the objectives and services of this solicitation. Do not merely duplicate the description of work described in this Request for Qualifications (RFQ). The Contractor Performance Evaluation Scorecard is included in this Solicitation and the following questions are formatted based on how firms will be scored on their projects. **Firms shall provide responses directly below the numbered questions in this attachment.**

1. Safety and Compliance:

- Please describe methods for complying with contract safety requirements including details from your firm's site safety program, program guidelines to address subcontractor safety, and MSDS (material safety data sheets) program.
- How often is your firm's safety plan updated?
- Has your firm had a formal safety deficiency on past or current project. If so, how was this addressed to the satisfaction of the client?

Insert answer here

2. Quality – Compliance With Contract Documents:

- Please describe your firm's methods for quality assurance in complying with contract documents (submittals, plans, specifications, etc.).
- Describe your firm's process for ensuring materials and finishes are correct and in accordance with the contract.
- Please include method or examples for addressing defective or incorrect work i.e. such as the wrong product or manufacturer installed or item was shipped to the site damaged.

Insert answer here

3. Organization – Work Plan and Management:

- Please described your firm's method for creating and updating the project schedule from pre-construction through project completion.
- Discuss what strategies your firm utilizes to keep jobs on schedule and how your firm applies or adjusts their strategies.
- Please include your firm's method for selecting staff and supervision for JOC projects.
- Please include your firm's method for submitting and coordinating requests for information and submittals.

Available online at: Procure.AZ.gov

Page 9 of 23

Section Title: Attachments

Section Date: June 19, 2017



Attachments

Solicitation No.
ADSPO17-00007424

Description:
**Statewide Fire Alarm Job Order
Contracting**

Arizona Department of
Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

Insert answer here

4. Execution – Work Performance:

- Please describe your firm's method of executing the work. Include various types of reporting that your firm uses to keep clients informed of work status.
- Please include specific practices for maintaining the schedule, addressing subcontractor performance, compliance with site rules and Agency-specific criteria (such as working in Secure Areas), submitting information and documents such as supplemental Task Orders in a timely manner, submitting complete closeout documentation, completion of punch list and addressing warranty items (include escalation procedures for non-responsive subcontractors).

Insert answer here

5. Administration – Contractor Performance:

- Please describe your firm's process for creating JOC proposals, invoicing and other related correspondence and communication that shows compliance with the JOC Manual.
- Please demonstrate how your firm cooperates and collaborates with the Owner and other Team Members to the benefit of the project.
- Please describe your firm's method to resolve disputes.
- Please describe how your firm handles personnel requirements as they vary in volume, both in-house and for subcontractors.
- Please demonstrate that your firm accepts full responsibility for the scope and extent of the Contract.
- Please also demonstrate ability to work with Architect and/or Engineer to avoid conflicts and coordinate the work.

Insert answer here

6. Other:

- Based on your firm's understanding of Job Order Contracting, discuss how your firm will approach job order work and changes in job order work, whether initiated by the Owner or by your firm, differently from or similarly to other types of projects such as invitation to bid, tenant improvements or construction manager at risk.

Insert answer here



Attachments

Solicitation No.
ADSP017-00007424

Description:
**Statewide Fire Alarm Job Order
Contracting**

Arizona Department of
Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

7. Other:

- Provide your approach in offering design, engineering, maintenance and/or operations services. Describe those services and indicate if in-house staff or subcontractors have provided them.

Insert answer here

8. Other:

- Discuss your firm's method for training owners on standard and specialty equipment.

Insert answer here



Attachments

Solicitation No.
ADSPO17-00007424

Description:
Statewide Fire Alarm Job Order
Contracting

Arizona Department of
Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

Attachment 3-B: Key Personnel Proposal

Failure to fully address all information requested may cause the SOQ to be determined non-responsive.

If needed, please expand answer space provided to complete response.

As stated in the Job Order Manual, a proposed Site Manager and necessary assistants shall be included in Contractor's Statement of Qualifications

OFFEROR NAME:

Instructions: Answer all questions thoroughly in the spaces provided. This form shall be completed for each key personnel involved in performance of this contract. A separate resume (maximum one (1) page) may be included using the second page of this Attachment. The resume is to be used to supply relevant information pertaining to the performance of this contract and is to be supplemental to the information below and is not to be used to replace this form.

Employee Name

Position Currently Held in Firm:	
Years With Firm:	Years in Current Position:
Proposed Role(s) Under this Contract:	
Years' Experience in Proposed Role(s) Under This Contract:	Hours per Week of Employee's Time Dedicated to This Contract:
Will the key personnel be assigned to work on this contract exclusively? If not, indicate the percentage of the key personnel's time that will be dedicated to this contract.	
Identify the primary function(s) of the key personnel in performing the services required by this solicitation.	
Describe the key personnel's experience in performing the services required by this contract.	
List the key personnel's job related training and education.	
List of JOC projects key personnel were associated with during the last five (5) years.	



Attachments

Solicitation No.
ADSPO17-00007424

Description:
**Statewide Fire Alarm Job Order
Contracting**

Arizona Department of
Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

ATTACHMENT 3-B: KEY PERSONNEL RESUMES

(Insert resumes here)



Attachments

Solicitation No.
ADSPO17-00007424

Description:
Statewide Fire Alarm Job Order
Contracting

Arizona Department of
Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

Attachment 3-C: Proposed Subcontractor Selection Plan

Failure to fully address all information requested may cause the SOQ to be determined non-responsive.

If needed, please expand answer space provided to complete response.

1. Provide your subcontractor selection plan including the qualification-based selection criteria your firm plans on implementing for this contract. (Note: Subcontractor selection plans may be based on qualifications alone or on a combination of qualifications and price, but shall not be based upon price alone).

Insert answer here

2. Describe your firm's current data base of subcontractors- include documents pertaining to the overall management plan, how it is kept up to date for criteria such as performance, safety, quality and other factors like customer service. The documents should include evidence of the plan's purpose, scope, general requirements, procedures to pre-qualify subcontractors, evaluations for safety, and final rating for acceptance into your firm's database of subcontractors.

Insert answer here

3. Describe your firm's process for recruiting and accepting new subcontractors, particularly in the local communities where work will be performed. Include documents such as a new subcontractor information or pre-qualification form.

Insert answer here

4. Describe your firm's process for addressing issues with subcontractor's such as lack of manpower, falling behind in the schedule, lack of planning, and/or financial problems. Please use specific examples not general statements.

Insert answer here

5. Describe your firm's process for educating subcontractors to the State's Job Order Contracting process and ensuring/enforcing the guidelines and rules for projects. Describe your site's communication process with their team of subcontractors to address general safety, project rules, daily check-in's, updating the schedule, document changes, questions for the Owner and/or Architect.

Insert answer here



Attachments

Solicitation No.
ADSPO17-00007424

Description:
**Statewide Fire Alarm Job Order
Contracting**

Arizona Department of
Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

6. Describe your firm's ability to maintain coordinated subcontractor efforts when a project does not contractually require 100% supervision. How does your firm's up-front selection plan affect this aspect of the project?

Insert answer here



Attachments

Solicitation No.
ADSPO17-00007424

Description:
Statewide Fire Alarm Job Order
Contracting

Arizona Department of
Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

Attachment 3-D: Financial Statements and Bankruptcy/Lawsuit Involvement

The entire Attachment 3-D documentation shall be submitted as a separate "Attachment" in Procure AZ and titled as "Financial" along with your company name and marked confidential.

1. Financial Statements: Offeror shall demonstrate their financial stability. Offerors shall at a minimum include a copy of their last three (3) years (ending December 31st) annual financial statements (Balance Sheet, Income Statement and Statement of Cash Flow) compiled and prepared by an independent certified public accountant firm or individual in accordance with General Accepted Accounting Principles. Offerors may be requested to provide additional information pertaining to their financial stability as deemed necessary by the State. Offerors Statements of Qualifications which do not include sufficient information regarding their financial stability may be negatively impacted. [The requirement for submitting financial statement(s) as an "Attachment" in ProcureAZ shall be understood to mean an annual financial statement(s), prepared according to generally acceptable accounting practices and signed by an independent certified public accountant. A self-prepared annual compiled financial statement or balance sheet is unacceptable].
2. Bankruptcy Involvement: Has your firm or any of its parent or subsidiaries, ever had a bankruptcy petition filed in its name, voluntarily or involuntarily? If yes, explain in detail the circumstances, date the protection order was filed and the resolution of the case (or current status, if still ongoing).
3. Lawsuit Involvement: Has your firm been involved in a construction related lawsuit (other than labor or personnel litigation) during the past five-(5) years? If yes, please explain in detail the nature of the claim, circumstances, amount in dispute, date suit was filed, and the outcome of the case.



Attachments

Solicitation No.
ADSP017-00007424

Description:
Statewide Fire Alarm Job Order
Contracting

Arizona Department of
Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

Attachment 3-E: Boycott of Israel Disclosure

All materials submitted as part of a response to a solicitation are subject to Arizona public records law and will be disclosed if there is an appropriate public records request at the time of or after the award of the contract. Recently legislation has been enacted to prohibit the state from contracting with companies currently engaged in a boycott of Israel. To ensure compliance with A.R.S. §35-393.01. This form must be completed and returned with the response to the solicitation and any supporting information to assist the State in making its determination of compliance. As defined by A.R.S. §35-393.01:

1. "Boycott" means engaging in a refusal to deal, terminating business activities or performing other actions that are intended to limit commercial relations with Israel or with persons or entities doing business in Israel or in territories controlled by Israel, if those actions are taken either:
 - (a) In compliance with or adherence to calls for a boycott of Israel other than those boycotts to which 50 United States Code section 4607(c) applies.
 - (b) In a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.
2. "Company" means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, and includes a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate.
3. "Direct holdings" means all publicly traded securities of a company that are held directly by the state treasurer or a retirement system in an actively managed account or fund in which the retirement system owns all shares or interests.
4. "Indirect holdings" means all securities of a company that are held in an account or fund, including a mutual fund, that is managed by one or more persons who are not employed by the state treasurer or a retirement system, if the state treasurer or retirement system owns shares or interests either:
 - (a) together with other investors that are not subject to this section.
 - (b) that are held in an index fund.
5. "Public entity" means this State, a political subdivision of this State or an agency, board, commission or department of this State or a political subdivision of this State.
6. "Public fund" means the state treasurer or a retirement system.
7. "Restricted companies" means companies that boycott Israel.
8. "Retirement system" means a retirement plan or system that is established by or pursuant to title 38.

All offerors must select one of the following:

_____ My company **does not** participate in, and agrees not to participate in during the term of the contract, a boycott of Israel in accordance with A.R.S. §35-393.01. I understand that my entire response will become public record in accordance with A.A.C. R2-7-C317.

_____ My company **does** participate in a boycott of Israel as defined by A.R.S. §35-393.01.

By submitting this response, proposer agrees to indemnify and hold the State, its agents and employees, harmless from any claims or causes of action relating to the State's action based upon reliance on the above representations, including the payment of all costs and attorney fees incurred by the State in defending such an action.

Company Name		

Address		
_____	_____	_____
City	State	Zip

Signature of Person Authorized to Sign	

Printed Name	

Title	

End of Attachment 3-E

Available online at: Procure.AZ.gov

Page 16 of 23

Section Title: Attachments
Section Date: June 19, 2017



Attachments

Solicitation No.
ADSPO17-00007424

Description:
**Statewide Fire Alarm Job Order
Contracting**

Arizona Department of
Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

Attachment 4: Pricing (Reserved)

DO NOT SUBMIT OR INCLUDE ANY PRICING INFORMATION WITH STATEMENT OF QUALIFICATIONS



Attachments

Solicitation No.
ADSP017-00007424

Description:
Statewide Fire Alarm Job Order Contracting

Arizona Department of
Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

Attachment 5-A: Proposed Designation of Confidential Information

All materials submitted as part of a response to a solicitation are subject to Arizona public records law and will be disclosed if there is an appropriate public records request at the time of or after the award of the contract. Recognizing there may be materials included in a solicitation response that are proprietary or a trade secret, a process is set out in A.A.C. R2-7-103 (attached) that will allow qualifying materials to be designated as confidential and excluded from disclosure. For purposes of this process the definition of "trade secret" will be the same as that set out in A.A.C. R2-7-101(52).

This form must be completed and returned with the response to the solicitation and any supporting information to assist the State in making its determination as to whether any of the materials submitted as part of the solicitation response should be designated confidential because the material is proprietary or a trade secret and therefore not subject to disclosure.

All Offerors must select one of the following:

_____ My response **does not** contain proprietary or trade secret information. I understand that my entire response will become public record in accordance with A.A.C. R2-7-C317.

_____ My response **does** contain trade secret information because it contains information that:

1. Is a formula, pattern, compilation, program, device, method, technique or process, **AND**
2. Derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; **AND**
3. Is the subject of efforts by myself or my organization that are reasonable under the circumstances to maintain its secrecy.

EXPLANATION: Response contains the last three (3) years current financial statements that are proprietary to the company, derives independent economic value to the company from not being generally known or ascertainable and are not publicly available to others, and subject of efforts of the organization to maintain its secrecy

Please note that failure to attach an explanation may result in a determination that the information does not meet the statutory trade secret definition. All information that does not meet the definition of trade secret as defined by A.A.C. R2-7-101(52) will become public in accordance with A.A.C. R2-7-C317. The State reserves the right to make its own determination of Offeror's trade secret materials through a written determination in accordance with A.A.C. R2-7-103.

If the State agrees with the Offeror's designation of trade secret or confidentiality and the determination is challenged, the undersigned hereby agrees to cooperate and support the defense of the determination with all interested parties, including legal counsel or other necessary assistance.

By submitting this response, Offeror agrees that the entire offer, including confidential, trade secret and proprietary information may be shared with an evaluation committee and technical advisors during the evaluation process. Offeror agrees to indemnify and hold the State, its agents and employees, harmless from any claims or causes of action relating to the State's withholding of information based upon reliance on the above representations, including the payment of all costs and attorney fees incurred by the State in defending such an action.

Company Name			Signature of Authorized Person		
Address			Printed Name		
City	State	Zip	Title		



Attachments

Solicitation No.
ADSPO17-00007424

Description:
**Statewide Fire Alarm Job Order
Contracting**

Arizona Department of
Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

R2-7-103. Confidential Information

- A. If a person wants to assert that a person's offer, specification, or protest contains a trade secret or other proprietary information, a person shall include with the submission a statement supporting this assertion. A person shall clearly designate any trade secret and other proprietary information, using the term "confidential". Contract terms and conditions, pricing, and information generally available to the public are not considered confidential information under this Section.
- B. Until a final determination is made under subsection (C), an agency chief procurement officer shall not disclose information designated as confidential under subsection (A) except to those individuals deemed by an agency chief procurement officer to have a legitimate state interest.
- C. Upon receipt of a submission, an agency chief procurement officer shall make one of the following written determinations:
 - 1. The designated information is confidential and the agency chief procurement officer shall not disclose the information except to those individuals deemed by the agency chief procurement officer to have a legitimate state interest;
 - 2. The designated information is not confidential; or
 - 3. Additional information is required before a final confidentiality determination can be made.
- D. If an agency chief procurement officer determines that information submitted is not confidential, a person who made the submission shall be notified in writing. The notice shall include a time period for requesting a review of the determination by the state procurement administrator.
- E. An agency chief procurement officer may release information designated as confidential under subsection (A) if:
 - 1. A request for review is not received by the state procurement administrator within the time period specified in the notice; or
 - 2. The state procurement administrator, after review, makes a written determination that the designated information is not confidential.



Attachments

Solicitation No.
ADSP017-00007424

Description:
**Statewide Fire Alarm Job Order
Contracting**

Arizona Department of
Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

Attachment 5-B: Conformance Statements

Conformance to Scope of Work and Operating Manual for Vertical Job Order Contracting Work:

Offeror has read, understands, and shall comply with the Scope of Work and Operating Manual for Vertical Job Order Contracting Work. Offerors that accept the State's Scope of Work and Operating Manual for Vertical Job Order Contracting Work shall check YES or NO to clearly indicate their acceptance. Offerors who take exception to the State's Scope of Work and Operating Manual for Vertical Job Order Contracting Work shall likewise clearly indicate their exception on Attachment 5-C.

YES, I acknowledge that I have read and understand the Scope of Work and Operating Manual for Vertical Job Order Contracting Work and will comply in any resultant contract.

NO, I acknowledge that I have read, understand the Scope of Work and Operating Manual for Vertical Job Order Contracting Work and will comply in any resultant contract with the exceptions listed on Attachment 5-C.

Conformance to Terms and Conditions:

Offeror has read, understands, and shall comply with the Terms and Conditions. Offerors that accept the State's Terms and Conditions shall check YES or NO to clearly indicate their acceptance. Offerors who take exception to the State's Terms and Conditions shall likewise clearly indicate their exception on Attachment 5-C.

YES, I acknowledge that I have read and understand the Terms and Conditions and will comply in any resultant contract.

NO, I acknowledge that I have read, understand the Terms and Conditions and will comply in any resultant contract with the exceptions listed on Attachment 5-C.

Conformance to Instructions to Offerors:

Offeror has read, understands, and shall comply with the Instructions to Offerors. Offerors that accept the State's Instructions to Offerors shall check YES or NO to clearly indicate their acceptance. Offerors who take exception to the State's Instructions to Offerors shall likewise clearly indicate their exception on Attachment 5-C.

YES, I acknowledge that I have read and understand the Instructions to Offerors and will comply in any resultant contract.

NO, I acknowledge that I have read, understand the Instructions to Offerors and will comply in any resultant contract with the exceptions listed on Attachment 5-C.



Attachments

Solicitation No.
ADSP017-00007424

Description:
**Statewide Fire Alarm Job Order
 Contracting**

Arizona Department of
 Administration
State Procurement Office
 100 N 15th Ave., Suite 402
 Phoenix, AZ 85007

Attachment 5-B: Exceptions Taken

OFFEROR: _____

Offeror shall indicate all exceptions taken to the terms contained in this solicitation, clearly identifying the specific paragraphs of the Solicitation where the exceptions occur, the reason for the exception, and also providing proposed alternative language.

Any exceptions not included in this document shall be without force and effect in any resulting Contract unless such exception is specifically accepted by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered by the State as a part of any resulting Contract.

Taking exceptions may have a negative impact on the evaluation of the Offeror's proposal. An Offer that takes exception to any material requirement of the solicitation may be rejected.

Please indicate as appropriate:

THE OFFEROR ACCEPTS ALL TERMS AND CONDITIONS WITHOUT EXCEPTIONS

THE OFFEROR TAKES THE FOLLOWING EXCEPTIONS:

Clearly identify the specific language by identifying the section of the solicitation, and specific paragraph number where the language is located of the solicit restating it below, long with the reason for exception along with proposed alternate language. Exceptions not listed below in the formatted described will not be considered and shall be considered rejected, unless addressed in writing by the Procurement Officer..

Section /

Paragraph

Referenced	Proposed Changes / Alternate Language	Rationale for Proposed Change

Company Name

Signature of Person Authorized to Sign

Available online at: Procure.AZ.gov

Section Title: Attachments

Section Date: June 19, 2017



Attachments

Solicitation No.
ADSPO17-00007424

Description:
**Statewide Fire Alarm Job Order
Contracting**

Arizona Department of
Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

Attachment 5-C: Insurance and Bonding Evidence

Please attach/insert a letter from your firm's surety showing evidence that firm can meet bonding requirements in accordance with the Contract. Please attach/insert a letter from your firm's insurance or a most recent ACORD insurance form with endorsements showing evidence that firm can meet insurance requirements in accordance with the Contract.



Attachments

Solicitation No.
ADSPO17-00007424

Description:
**Statewide Fire Alarm Job Order
 Contracting**

Arizona Department of
 Administration
State Procurement Office
 100 N 15th Ave., Suite 402
 Phoenix, AZ 85007

Attachment 5-D: Offer Checklist

	DOCUMENT	SUBMITTED	
1.	Attachment 1 – Signed Offer Form	<input type="checkbox"/> YES	<input type="checkbox"/> NO
2.	Attachment 2-A - Offeror Information	<input type="checkbox"/> YES	<input type="checkbox"/> NO
3.	Attachment 2-B - Experience and References	<input type="checkbox"/> YES	<input type="checkbox"/> NO
4.	Attachment 3-A – Method Proposal	<input type="checkbox"/> YES	<input type="checkbox"/> NO
5.	Attachment 3-B – Key Personnel Proposal and Resumes	<input type="checkbox"/> YES	<input type="checkbox"/> NO
6.	Attachment 3-C – Proposed Subcontractor Plan	<input type="checkbox"/> YES	<input type="checkbox"/> NO
7.	Attachment 3-D – Financial Statements and Bankruptcy/Lawsuit Involvement	<input type="checkbox"/> YES	<input type="checkbox"/> NO
8.	Attachment 3-E – Boycott of Israel Disclosure	<input type="checkbox"/> YES	<input type="checkbox"/> NO
9.	Attachment 5-A – Proposed Designation of Confidential Information	<input type="checkbox"/> YES,	<input type="checkbox"/> NO,
10.	Attachment 5-B – Conformance and Exception Statements	<input type="checkbox"/> YES	<input type="checkbox"/> NO
11.	Attachment 5-C – Insurance and Bonding Evidence	<input type="checkbox"/> YES	<input type="checkbox"/> NO
12.	Attachment 5-D – Offer Checklist	<input type="checkbox"/> YES	<input type="checkbox"/> NO

It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing through the submittal of inquiries on the ProcureAZ Q&A tab, and examine its Offer for accuracy before submitting the Offer. Lack of care in preparing an Offer shall not be grounds for modifying or withdrawing the Offer after the Offer due date and time, nor shall it give rise to any Contract claim.