

**SERIAL 220161-RFP GROUNDKEEPING SERVICES**

**DATE OF LAST REVISION: April 04, 2023**

**CONTRACT END DATE: March 31, 2025**

**CONTRACT PERIOD THROUGH MARCH 31, 2025**

TO: All Departments  
FROM: Office of Procurement Services  
SUBJECT: Contract for **GROUNDKEEPING SERVICES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **March 23, 2022 (Eff. 04/01/22)**.

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



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Kevin Tyne, Chief Procurement Officer  
Office of Procurement Services

LN/ap  
Attach

Copy to: Office of Procurement Services  
Darren Winslow, FMD  
Sammi Birchard, FMD  
**Beverly Krumm, MCDOT**  
**Martie Billings, MCDOT**  
**Julia Whitmore-Sevin, MCDOT**  
**Kyle Randall, MCDOT**  
Cynthia Zbiegien, MCDOT

(Please remove Serial 16010-RFP from your contract notebooks)



## **CONTRACT GROUNDSKEEPING SERVICES 220161-RFP**

This contract is entered into this 23<sup>rd</sup> day of March, 2022 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and Handyman Maintenance, Inc., an Arizona corporation ("Contractor") for the purchase of contractors to perform groundskeeping services as outlined in the technical specifications at various County sites.

### **1.0 CONTRACT TERM**

1.1 This contract is for a term of three years, beginning on the 1<sup>st</sup> of April 2022 and ending the 31<sup>st</sup> of March 2025.

### **2.0 OPTION TO RENEW**

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

### **3.0 CONTRACT COMPLETION**

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

### **4.0 PRICE ADJUSTMENTS**

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

### **5.0 PAYMENTS**

5.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Exhibit D – Pricing Sheet.

5.2 Payment shall be made upon the County's receipt of a properly completed invoice.

5.3 INVOICES

- 5.3.1 Payment terms will be calculated based on the date a properly completed invoice is received by the County.
- 5.3.2 Contractors shall provide the County with invoices no later than 14 days after all services and delivery of goods are completed and accepted by the County rendered final.
- 5.3.3 Contractor shall submit one legible copy of their detailed invoice before payment(s) will be made. Incomplete invoices will not be processed. At a minimum, the invoice must provide the following information:
- Company name, address, and contact information
  - County bill-to name and contact/requestor information
  - Building name and building number
  - County purchase order number (if applicable)
  - Contract serial or BidSync agreement number (if applicable)
  - Work order/project number (if applicable)
  - Invoice number and date
  - Payment terms as stated in the agreement (if applicable)
  - Date of service or delivery (for project work: use “completion date”)
  - Arrival and completion time (if applicable)
  - Quantity (number of days or weeks) (if applicable)
  - Contract item number(s) (if applicable)
  - Description of purchase (product or services)
  - Pricing per unit of purchase (must include vendor cost, mark-up/discount, and extended price)
  - Line item description of parts and materials (Time and Materials work)
  - Line item labor breakdown: arrival and completion time, rate per hour multiplied by number of hours by personnel type (Time and Materials work)
  - Extended price
  - Expedited shipping cost (pre-approved by the County) (Section 2.19.3)
  - Freight (if applicable)
  - Total amount due with tax amounts separated (Time and Materials work). (On a separate line, clearly indicate the tax rate being applied).
- 5.3.4 Time and material commodities must be billed as a separate line item on the invoice.
- 5.3.5 Problems regarding billing or invoicing shall be directed to the department as listed on the purchase order. FMD questions regarding billing or invoicing should go to FMD accounts payable ([FMD-AccountsPayable@mail.maricopa.gov](mailto:FMD-AccountsPayable@mail.maricopa.gov)).
- 5.3.6 Payment shall only be made to the contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After contract award, the contractor shall complete the Vendor Registration Form accessible through the County Department of Finance Vendor Registration website at <https://www.maricopa.gov/5169/Vendor-Information>.
- 5.3.7 Discounts offered in the contract shall be calculated based on the date a properly completed invoice is received by the County.

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

#### 5.4 APPLICABLE TAXES

- 5.4.1 It is the responsibility of the Contractor to determine any and all applicable taxes and include those taxes in their proposal. The legal liability to remit the tax is on the entity conducting business in Arizona. Tax is not a determining factor in contract award.
- 5.4.2 The County will look at the price or offer submitted and will not deduct, add, or alter pricing based on speculation or application of any taxes, nor will the County provide Contractor any advice or guidance regarding taxes. If you have questions regarding your tax liability, seek advice from a tax professional prior to submitting your bid. You may also find information at <https://www.azdor.gov/Business.aspx>. Once your bid is submitted, the offer is valid for the time specified in this solicitation, regardless of mistake or omission of tax liability. If the County finds overpayment of a project due to tax consideration that was not due, the Contractor will be liable to the County for that amount, and by contracting with the County agrees to remit any overpayments back to the County for miscalculations on taxes included in a bid price.
- 5.4.3 Tax Indemnification: Contractor and all subcontractors shall pay all Federal, State, and local taxes applicable to their operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to, hold Maricopa County harmless from any responsibility for taxes, damages, and interest, if applicable, contributions required under Federal and/or State and local laws and regulations, and any other costs including: transaction privilege taxes, unemployment compensation insurance, Social Security, and workers' compensation. Contractor may be required to establish, to the satisfaction of County, that any and all fees and taxes due to the City or the State of Arizona for any license or transaction privilege taxes, use taxes, or similar excise taxes are currently paid (except for matters under legal protest).

#### 6.0 AVAILABILITY OF FUNDS

- 6.1 The provisions of this contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this contract. County shall keep the Contractor fully informed as to the availability of funds.
- 6.2 If any action is taken by, any State agency, Federal department, or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this section, at least 10 days in advance.

#### 7.0 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (SAVE)

The County is a member of the SAVE cooperative purchasing group. SAVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the SAVE Cooperative Purchasing Agreement, and with the concurrence of the successful respondent under this solicitation, a member of SAVE may access a contract resulting from a

solicitation issued by the County. If contractor does not want to grant such access to a member of SAVE, state so in contractor's bid. In the absence of a statement to the contrary, the County will assume that contractor does wish to grant access to any contract that may result from this bid. The County assumes no responsibility for any purchases by using entities.

**8.0 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPAs)**

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

**9.0 DUTIES**

9.1 The Contractor shall perform all duties stated in Exhibit B – Scope of Work, or as otherwise directed in writing by the procurement officer.

**10.0 TERMS AND CONDITIONS**

**10.1 INDEMNIFICATION**

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

10.1.2 Contractor's duty to defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss, or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment of, or destruction of tangible property, including loss of use resulting therefrom, caused by negligent acts, errors, omissions, or mistakes in the performance of this contract, but only to the extent caused by the negligent acts or omissions of the contractor, a subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

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

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

**11.3 INSURANCE**

11.3.1 Contractor, at Contractor's own expense, shall purchase and maintain, at a minimum, the herein stipulated insurance from a company or companies duly licensed by the State of Arizona and possessing an AM Best, Inc. category rating of B++. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in

the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

- 11.3.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this contract.
- 11.3.3 In the event that the insurance required is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this contract and either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two years beginning at the time work under this contract is completed.
- 11.3.4 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.
- 11.3.5 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.
- 11.3.6 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- 11.3.7 The insurance policies required by this contract, except Workers' Compensation and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials, and employees as additional insureds.
- 11.3.8 The policies required hereunder, except Workers' Compensation and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials, and employees for any claims arising out of Contractor's work or service.
- 11.3.9 If available, the insurance policies required by this contract may be combined with Commercial Umbrella Insurance policies to meet the minimum limit requirements. If a Commercial Umbrella insurance policy is utilized to meet insurance requirements, the Certificate of Insurance shall indicate which lines the Commercial Umbrella Insurance covers.

11.3.9.1 Commercial General Liability

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

**11.3.9.2 Automobile Liability**

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

**11.3.9.3 Workers' Compensation**

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

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

**11.3.9.4 Errors and Omissions/Professional Liability Insurance**

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

**11.3.10 Certificates of Insurance**

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

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

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

**11.3.11 Cancellation and Expiration Notice**

Applicable to all insurance policies required within the insurance requirements of this contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without 30 days prior written notice to Maricopa County. Contractor must provide to Maricopa County, within two business days of receipt, if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has

expired, or will be expiring. Such notice shall be sent directly to Maricopa County Office of Procurement Services and shall be mailed, or hand delivered to 160 S. 4<sup>th</sup> Avenue 301 W. Jefferson St. Suite 700, Phoenix, AZ 85003, or emailed to the procurement officer noted in the solicitation.

#### 11.4 FORCE MAJEURE

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

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

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

#### 11.5 ORDERING AUTHORITY

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

#### 11.6 PROCUREMENT CARD ORDERING CAPABILITY

County may opt to use a procurement card (Visa or Master Card) to make payment for orders under this contract.

#### 11.7 NO MINIMUM OR MAXIMUM PURCHASE OBLIGATION

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

#### 11.8 PURCHASE ORDERS

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



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

**11.9 BACKGROUND CHECK**

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

**11.10 SUSPENSION OF WORK**

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

**11.11 STOP WORK ORDER**

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

11.11.1.1 cancel the stop work order; or

11.11.1.2 terminate the work covered by the order as provided in the Termination for Default or the Termination for Convenience clause of this contract.

11.11.1.3 The procurement officer may make an equitable adjustment in the delivery schedule and/or contract price, and the contract shall be modified, in writing, accordingly, if the Contractor demonstrates that the stop work order resulted in an increase in costs to the Contractor

**11.12 TERMINATION FOR CONVENIENCE**

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

**11.13 TERMINATION FOR DEFAULT**

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

11.13.1.1 deliver the supplies or to perform the services within the time specified in this contract or any extension;

11.13.1.2 make progress, so as to endanger performance of this contract; or

11.13.1.3 perform any of the other provisions of this contract.

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

#### 11.14 PERFORMANCE

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

#### 11.15 CONTRACTOR EMPLOYEE MANAGEMENT

11.15.1 Contractor shall endeavor to maintain the personnel proposed in their proposal throughout the performance of this contract.

11.15.2 If Contractor personnel's employment status changes, Contractor shall provide County a list of proposed replacements with equivalent or greater experience.

11.15.3 Under no circumstances shall the implementation schedule to be impacted by a personnel change on the part of the Contractor.

11.15.4 Contractor shall not reassign any key personnel identified in their proposal without the express consent of the County.

11.15.5 County reserves the right to immediately remove from its premises any Contractor personnel it determines to be a risk to County operations.

11.15.6 County reserves the right to request the replacement of any Contractor personnel at any time, for any reason.

#### 11.16 WARRANTY OF SERVICES

11.16.1 The Contractor warrants that all services provided hereunder will conform to the requirements of the contract, including all descriptions, specifications, and attachments made a part of this contract. County's acceptance of services or goods provided by the Contractor shall not relieve the Contractor from its obligations under this warranty.

11.16.2 In addition to its other remedies, County may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all the provisions of this contract in the manner and to the same extent as services originally furnished hereunder.

#### 11.17 INSPECTION OF SERVICES

11.17.1 The Contractor shall provide and maintain an inspection system acceptable to County covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to County during contract performance and for as long afterwards as the contract requires.

11.17.2 County has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. County shall perform inspections and tests in a manner that will not unduly delay the work.

11.17.3 If any of the services do not conform to contract requirements, County may require the Contractor to perform the services again in conformity with contract requirements, at no cost to the County. When the defects in services cannot be corrected by re-performance, County may:

11.17.3.1 require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and

11.17.3.2 reduce the contract price to reflect the reduced value of the services performed.

11.17.4 If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, County may:

11.17.4.1 by contract or otherwise, perform the services and charge to the Contractor, through direct billing or through payment reduction, any cost incurred by County that is directly related to the performance of such service; or

11.17.4.2 terminate the contract for default.

#### 11.18 USAGE REPORT

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

#### 11.19 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST

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

#### 11.20 OFFSET FOR DAMAGES

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

#### 11.21 SUBCONTRACTING

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

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

**11.22 AMENDMENTS**

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

**11.23 ADDITIONS/DELETIONS OF REQUIREMENTS**

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

**11.24 RIGHTS IN DATA**

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

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

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

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

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

**11.26 AUDIT DISALLOWANCES**

If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future invoices, request for credit, request for a

check, or a deduction from current invoices submitted by the Contractor equal to the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the Contractor by issuing a check payable to Maricopa County.

**11.27 STRICT COMPLIANCE**

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

**11.28 VALIDITY**

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

**11.29 SEVERABILITY**

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

**11.30 RELATIONSHIPS**

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

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

**11.31 NON-DISCRIMINATION**

Contractor agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09, including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive Order 99-4 and amends Executive Order 75-5 and is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, Contractor shall not discriminate against any employee, client, or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability, or national origin. (Arizona Executive Order 2009-09 can be downloaded from the Arizona Memory Project at <http://azmemory.azlibrary.gov/cdm/singleitem/collection/execorders/id/680/rec/1.>)

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

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

**11.33 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

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

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

11.33.1.2 have not within a three-year period preceding this contract:

11.33.1.2.1 been convicted of fraud or any criminal offense in connection with obtaining, attempting to obtain, or as the result of performing a government entity (Federal, State or local) transaction or contract; or

11.33.1.2.2 been convicted of violation of any Federal or State antitrust statutes or conviction for embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property regarding a government entity transaction or contract;

11.33.1.3 are not presently indicted or criminally charged by a government entity (Federal, State or local) with commission of any criminal offenses in connection with obtaining, attempting to obtain, or as the result of performing a government entity public (Federal, State or local) transaction or contract;

11.33.1.4 are not presently facing any civil charges from any governmental entity regarding obtaining, attempting to obtain, or from performing any governmental entity contract or other transaction; and

11.33.1.5 have not within a three-year period preceding this contract had any public transaction (Federal, State or local) terminated for cause or default.

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

11.33.3 The Contractor shall include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors or sub-subcontractors) and in all solicitations for lower tier covered transactions related to this contract. If this clause is applicable to a subcontractor or sub-subcontractor, the Contractor shall include the information required by this clause with their bid.

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

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

11.34.2 The County retains the legal right to inspect documents of Contractor and subcontractor employees performing work under this contract to verify compliance with paragraph 11.34.1 of this section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

**11.35 CONTRACTOR LICENSE REQUIREMENT**

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

**11.36 INFLUENCE**

11.36.1 As prescribed in MC1-1203 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct, may be grounds for disbarment or suspension under MC1-902.

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

11.36.2.1 A person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type of valuable contribution or subsidy that is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

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

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

**11.37 CONFIDENTIAL INFORMATION**

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

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

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

**11.43 PUBLIC RECORDS**

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

**11.44 INTEGRATION**

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

**11.45 UNIFORM ADMINISTRATIVE REQUIREMENTS**

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

**11.46 GOVERNING LAW**

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

**11.47 PRICES**

Contractor warrants that prices extended to County under this contract are no higher than those paid by any other customer for these or similar services.

**11.48 ORDER OF PRECEDENCE**

In the event of a conflict in the provisions of this contract and Contractor's license agreement, if applicable, the terms of this contract shall prevail.



11.49 INCORPORATION OF DOCUMENTS

11.49.1 The following are to be attached to and made part of this Contract:

11.49.1.1 Exhibit A – Vendor Information and Pricing

11.49.1.2 Exhibit B – Scope of Work

11.50 NOTICES

All notices given pursuant to the terms of this contract shall be addressed to:

For County:

Maricopa County  
Office of Procurement Services  
160 S. 4<sup>th</sup> Avenue 301 W. Jefferson St. Suite 700  
Phoenix, Arizona 85003-1647

For Contractor:  
Handyman Maintenance, Inc  
P.O. Box 18968  
Phoenix, AZ 85005

11.51 INQUIRIES

11.51.1 Inquiries concerning information herein must be submitted prior to the question deadline date/time posted in the e-procurement platform, Periscope S2G, using the link in the “Q&A” tab.

11.51.2 Administrative telephone/email inquiries shall be addressed to:

LOUIS NICOLOSI, PROCUREMENT OFFICER  
TELEPHONE: (602) 506-2761  
Louis.nicolosi@maricopa.gov

11.51.3 Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

IN WITNESS WHEREOF, this contract is executed on the date set forth above.

CONTRACTOR

Steve Adams

AUTHORIZED SIGNATURE

Steve Adams, President

PRINTED NAME AND TITLE

P.O. Box 18968, Phoenix, AZ 85005  
ADDRESS

February 14, 2022  
DATE

MARICOPA COUNTY

Bill Gl

CHAIRMAN, BOARD OF SUPERVISORS

MAR 23 2022  
DATE

ATTESTED:

Quanita Gray  
CLERK OF THE BOARD

MAR 23 2022  
DATE

APPROVED AS TO FORM:

Randall B. Pennington  
DEPUTY COUNTY ATTORNEY

2/25/2022  
DATE

**EXHIBIT A - Vendor Information and Pricing**

COMPANY NAME:	Handyman Maintenance, Inc. dba HMI Commercial Landscaping
DOING BUSINESS AS (dba):	Handyman Maintenance, Inc. dba HMI Commercial Landscaping
MAILING ADDRESS:	P.O. Box 18968
REMIT TO ADDRESS:	
TELEPHONE NUMBER:	6023070040
FAX NUMBER:	6023070041
WWW ADDRESS:	www.hmiofaz.com
REPRESENTATIVE NAME:	
REPRESENTATIVE TELEPHONE NUMBER:	6023070040
REPRESENTATIVE EMAIL ADDRESS	lynne.s4714@hmi-az.com

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

PAYMENT TERMS:  NET 15 DAYS

1.0 PRICING: <b>NOTE ALL PRICE CHANGES ARE EFFECTIVE 4-1-2023</b>		
	<b>PRICES ARE PER SERVICE</b>	<b>PER SERVICE</b>
1.1	MCSO - Avondale Substation [0309]	
	900 E. Van Buren St.	
	Avondale, AZ	
	Full Service	
	Hand Water	
	26 services	\$330.90 <b>\$363.99</b>
1.2	S.W Justice Courts [0324]	
	Phoenix, AZ	
	52 Services	
	No Lawn Care	\$578.52 <b>\$636.37</b>
1.3	MCSO-District II Avondale Sub Station [0326]	
	Avondale, AZ	
	52 Services	
	No Lawn Care	\$378.26 <b>\$416.09</b>

1.5	MCDOT Buckeye Facility (0406)	
	26449 W. Lower Buckeye Rd	
	Buckeye, AZ	
	12 Services	\$295.00 <b>\$173.62</b>
1.6	MCDOT Buckeye Facility (0410)	
	26529 W. MC85	
	Buckeye, AZ	
	12 Services	\$480.00 <b>\$539.08</b>
1.7	MCSO Shooting Range Office [0501]	
	26900 W. Buckeye Hills Dr.	
	Buckeye, AZ	
	No Lawn Care	
	Quarterly Basis	\$1,769.37 <b>\$1946.31</b>
1.8	San Tan Regional Court Center [1216}	
	201 W. Chicago St.	
	Chandler, AZ	
	No Lawn Care	
	52 services	\$376.80 <b>\$414.48</b>
1.9	Sun Lakes Branch Library [1217]	
	9330 E. Riggs Rd.	
	Sun Lakes, AZ	
	No Lawn Care	
	12 services	\$394.44 <b>\$433.88</b>
1.5	MCDOT Administration [1401]	
	2901 W. Durango Street	
	Phoenix, AZ	
	No Lawn Care	
	52 services	\$336.06 <b>\$369.67</b>
1.1	Flood Control [1402]	
	R.C. Esterbrooks Median	
	Durango Ave to 27th Ave	
	Full Service	
	52 services	\$109.47 <b>\$120.42</b>

1.11	MCSO - Estrella Jail [1403]	
	2939 W. Durango St.	
	Phoenix, AZ	
	Hand Water Planters @ Front	
	52 services	\$325.84
		<b>\$358.42</b>
1.12	Flood Control Operations (1402)	
	2801 W. Durango St.	
	Phoenix, AZ	
	Full Service	
	52 services	\$570.27
		<b>\$627.30</b>
1.13	MCDOT - Highway Operations [1405]	
	2919 W. Durango St.	
	Phoenix, AZ	
	Service Planters @ Front	
	No Lawn Care	
	26 Services	\$396.00
		<b>\$224.03</b>
1.15	MCDOT - Warehouse [1408]	
	2222 S. 27th Ave.	
	Phoenix, AZ	
	No Lawn Care	
	26 Services	\$145.00
		<b>\$107.80</b>
1.17	MCDOT - Traffic Operations [1409]	
	2909 W. Durango St.	
	Phoenix, AZ	
	No Lawn Care	
	26 Services	\$260.00
		<b>\$151.23</b>
1.18	FMD Durango [1414]	
	2401 S. 28th Dr.	
	Phoenix, AZ	
	No Lawn Care	
	52 services	\$335.51
		<b>\$369.06</b>

1.19	Animal Control Center [1417]	
	2500 S. 27th Ave.	
	Phoenix, AZ	
	No Lawn Care	
	52 services	\$222.46 <b>\$244.71</b>
1.2	Vacant Lot [1419]	
	2701 Ray Tucker Drive	
	Phoenix, AZ	
	Quarterly Clean up	\$952.00 <b>\$1,047.20</b>
1.21	Vacant Lot [1421]	
	29th & W. Watkins St.	
	Phoenix, AZ	
	Quarterly Clean up	\$190.00 <b>\$209.00</b>
1.22	Service Station [1506]	
	3325 W, Durango St.	
	Phoenix, AZ	
	Quarterly Basis	\$172.00 <b>\$189.20</b>
1.23	Telecommunications [1511]	
	3324 W. Gibson Ln.	
	Phoenix, AZ	
	No Lawn Care	
	12 services	\$55.00 <b>\$60.50</b>
1.24	Durango Parking Garage [1513]	
	3325 W. Gibson Ln.	
	Phoenix, AZ	
	No Lawn Care	
	26 services	\$128.38 <b>\$141.22</b>
1.26	MCSO - Towers Jail [1611]	
	3127 W. Durango Street	
	Phoenix, AZ	
	Full service	
	52 services	\$337.33 <b>\$244.00</b>

1.27	Juvenile - Durango [1701-06]	
	3125 W. Durango Street	
	Phoenix, AZ	
	Full Service	
	52 services	\$1,082.00
		<b>\$1,190.22</b>
1.28	Juvenile Detention [1713]	
	3131 W. Durango Street	
	Phoenix, AZ	
	No Lawn Care	
	26 services	\$134.94
		<b>\$148.43</b>
1.29	Durango Juvenile Court [1714]	
	3131 W. Durango Street	
	Phoenix, AZ	
	No Lawn Care	
	52 services	\$470.98
		<b>\$518.08</b>
1.3	Durango Juvenile Court [1715]	
	3131 W. Durango Street	
	Phoenix, AZ	
	Full Service	
	52 services	\$330.84
		<b>\$363.92</b>
1.31	MCSO - Canine Training [1901]	
	3465 W. Durango Street	
	Phoenix, AZ	
	Full Service	
	52 services	\$160.39
		<b>\$176.43</b>
1.32	Vacant Lot [1906]	
	3435 W. Durango Street	
	Phoenix, AZ	\$478.86
	Quarterly Clean up	<b>\$526.75</b>
1.33	DURANGO WEST	
	MCSO - General Investigations Annex [1913]	
	3435 W. Durango Street, Lines 216,219,222 and 225	
	Phoenix, AZ	

	Adult Probation - Annex [1914]	
	3375 W. Durango	
	Phoenix, AZ	
	Adult Probation [1915]	
	3355 W. Durango	
	Phoenix, AZ	
	Crime Lab [1916]	
	3345 W. Durango	
	Phoenix, AZ	
	All-No Lawn Care	
	All- 26 services	\$206.33 <b>\$226.96</b>
1.34	MCSO - Fleet Management [1917]	
	3342 W. Durango Street, Lines 231 &234	
	Phoenix, AZ	
	Durango Cafeteria [1918]	
	3341 W. Durango	
	Phoenix, AZ	
	Vacant Lot [1919]	
	3335 W. Durango	
	Phoenix, AZ	\$155.00 <b>\$170.50</b>
1.35	MCSO SWAT/General Investigation [1920]	
	3335 W. Durango Street	
	Phoenix, AZ	
	Full service	
	All- 52 services	\$152.00 <b>\$167.20</b>
1.36	MCSO Training Center [1951]	
	2627 S. 35th Ave.	
	Phoenix, AZ	
	No Lawn Care	
	52 services	\$672.10 <b>\$739.31</b>
1.37	MCSO Property & Evidence [1952]	
	3240 W. Lower Buckeye Rd.	
	Phoenix, AZ	
	No Lawn Care	
	26 services	\$254.58 <b>\$280.04</b>



1.38	MCSO LBJ Detention Facility [1961]	
	3250 Lower Buckeye Rd.	
	Phoenix, AZ	
	No Lawn Care	
	52 services	\$731.92 <b>\$805.11</b>
1.39	MCSO Food Factory [1962]	
	3150 W. Lower Buckeye Rd.	
	Phoenix, AZ	
	No Lawn Care	
	52 services	\$636.47 <b>\$700.12</b>
1.4	MCSO Laundry Facility [1963]	
	3170 W. Lower Buckeye Rd.	
	Phoenix, AZ	
	No Lawn Care	
	26 services	\$602.10 <b>\$662.31</b>
1.41	Central Plant [1964]	
	3180 W. Lower Buckeye Rd.	
	Phoenix, AZ	
	No Lawn Care	
	26 services	\$160.39 <b>\$176.43</b>
1.42	Cradles To Crayons [1965-1967]	
	3445 W. Durango Street	
	Phoenix, AZ	
	Full Service	
	52 services	\$566.49 <b>\$623.14</b>
1.43	Vacant Lot [1969]	
	2323 S. 35th Ave.	
	Phoenix, AZ	\$478.61 <b>\$526.47</b>
	Quarterly Clean up	

1.44	SWAT / MCSO Vehicle Storage [1971]	
	3340 W. Durango Street	
	Phoenix, AZ	
	No Lawn Care	
	26 services	\$58.56
		<b>\$64.42</b>
1.45	ITR Court [1973] & Watkins [1975]	
	Phoenix, AZ	
	52 Services	
	No Lawn	\$413.17
		<b>\$454.49</b>
1.46	Vacant Lot [1974]	
	35th Ave. and Lower Buckeye Rd.	
	Phoenix, AZ	\$478.61
		<b>\$526.47</b>
	Quarterly Clean up	
1.47	Equipment Services - N. Valley Service Station [2006]	
	16821 N. Dysart Rd.	
	Surprise, AZ	
	No Lawn Care	
	Quarterly Basis	\$439.16
		<b>\$483.08</b>
1.48	MCDOT [No Bldg Site #]	
	SE Corner of Dysart & Elm Road	
	Surprise, AZ	
	26 services	\$120.92
		<b>\$133.01</b>
1.49	MCSO - Surprise Substation [2021]	
	13123 W. Bell Rd.	
	Surprise, AZ	
	No Lawn Care	
	26 services	\$236.77
		<b>\$260.45</b>
1.5	MCDOT - NW Facility [2025]	
	12975 W. Bell Rd.	
	Surprise, AZ	
	No Lawn Service	
	26 Services	\$565.00
		<b>\$321.55</b>

1.51	Superior Court [2029]	
	14264 W. Tierra Buena	
	Surprise, AZ	
	No Lawn Care	
	52 services	\$184.57
		<b>\$203.03</b>
1.52	Superior Court NW Regional [2033]	
	14264 N. Tierra Buena Ln.	
	Surprise, AZ	
	No Lawn Care	
	52 services	\$171.85
		<b>\$189.04</b>
1.53	MCSO - Gila Bend Substation [2201]	
	309 Gila Bend Street	
	Gila Bend, AZ	
	No Lawn Service	
	26 services	\$350.06
		<b>\$385.07</b>
1.54	Public Health [2307] & Glendale WIC [7036]	
	Glendale, AZ	
	52 Services	
	No Lawn	\$185.00
		<b>\$203.50</b>
1.55	North Regional Adult Probation [2310]	
	6655 W. Glendale Ave.	
	Glendale, AZ	
	No Lawn Care	
	26 services	\$165.00
		<b>\$181.50</b>
1.56	White Tank Cemetery [2603]	
	15926 W. Camelback Rd.	
	Weed Control Only	
	No Irrigation Responsibility	
	52 Services	<del>\$1,258.32</del>
		<b>\$1,384.15</b>

1.57	Justice Court - West Mesa [2801]	
	2050 W. University Drive	
	Mesa, AZ	
	Full Service	
	52 services	\$108.20
		<b>\$119.02</b>
1.58	Adult Probation [2814]	
	245 Centennial Way	
	Mesa, AZ	
	No Lawn Care	
	52 services	\$413.50
		<b>\$454.85</b>
1.59	Southeast FMD [2851]	
	Phoenix, AZ	
	52 Services	
	No Lawn	\$195.35
		<b>\$214.89</b>
1.6	Equipment Services - Mesa [2852]	
	155 E. Coury Ave.	
	Mesa, AZ	
	No Lawn Care	
	26 services	\$50.92 — <b>\$56.01</b>
1.61	MCSO - Southeast Substation [2853]	
	1840 S. Lewis St.	
	Mesa, AZ	
	No Lawn Care	
	26 services	\$197.34
		<b>\$217.04</b>
1.62	Southeast Regional [2855]	
	222 E. Javelina Avenue	
	Mesa, AZ	
	No Lawn Care	
	52 services	\$509.17
		<b>\$560.09</b>
1.63	Juvenile Court - Mesa [2856]	
	1810 S. Lewis St.	
	Mesa, AZ	
	No Lawn Care	
	26 services	\$222.76
		<b>\$245.04</b>

1.64	Juvenile - Parking Structure [2860]	
	1840 S. Lewis Street	
	Mesa, AZ	
	No Lawn Service	
	52 services	\$190.95 <b>\$210.05</b>
<b>1.64.1</b>	<b>SE Public Health (2866) Effective 1-1-2023</b>	
	<b>1950 S Country Club Drive</b>	
	<b>Mesa, AZ</b>	
	<b>26 Services</b>	<b>\$425.00</b> <b>\$467.50</b>
1.65	Juvenile Court, Mesa Addition [2871]	
	1810 S. Lewis Street	
	Mesa, AZ	
	52 services	\$159.11 <b>\$175.02</b>
1.66	Vital Records [2857]	
	Phoenix Az	
	No Lawn Care	
	52 services	\$162.80 <b>\$179.08</b>
1.68	Mesa Environmental Services [2891]	
	106 E. Baseline Road	
	Mesa, AZ	\$211.30 <b>\$232.43</b>
	52 services	
1.69	COURT COMPLEX [3300]	
	West Court Building [3301]	
	111 S. 3 Ave.	
	Phoenix, AZ	
	Central Court Building [3305]	
	201 W. Jefferson Street	
	Phoenix, AZ	
	East Court Building [3303]	
	101 W. Jefferson	
	Phoenix, AZ	
	Supervisor's Auditorium [3304]	
	205 W. Jefferson Street	
	Phoenix, AZ	
	MCSO-Administration & Jail [3302]	

	120 S. 1st Ave.	
	Phoenix, AZ	
	Food Service Cafeteria [3307]	
	101 W. Jefferson Street	
	Phoenix, AZ (hand water Food Service)	
	All-No Lawn Care	
	All- 52 services	\$580.56 <b>\$638.62</b>
1.7	Madison Office Building [3309]	
	225 W. Madison St.	
	Phoenix, AZ	
	No Lawn Care	
	52 services	<del>\$96.00</del> <b>\$105.60</b>
1.71	Administration Building [3310]	
	301 W. Jefferson Street	
	Phoenix, AZ	
	Full Service	
	52 services	\$175.66 <b>\$193.23</b>
1.72	Facilities Management [3311]	
	301 W. Jefferson Street	
	Phoenix, AZ	
	No Lawn Care	
	52 services	\$165.00 <b>\$181.50</b>
1.73	Jackson St. Customer Service Center [3315]	
	601 W. Jackson St.	
	Phoenix, AZ	
	No Lawn Care	
	52 services	\$175.00 <b>\$192.50</b>
1.74	MCSO 4th Ave Jail [3316]	
	201 S. 4th Ave.	
	Phoenix, AZ	
	No Lawn Care	
	12 services	\$75.00 <b>\$82.50</b>

1.75	Forensic Science Center/Garage [3317/20]	
	719 W. Jefferson St.	
	Phoenix, AZ	
	No Lawn Care	
	26 services	\$222.76
		<b>\$245.04</b>
1.76	MCSO Headquarters (3318)	
	550 West Jackson Street	
	Phoenix, AZ	
	Full Service	\$478.62
	52 services	<b>\$526.48</b>
1.77	South Court Tower [3325]	
	175 West Madison	
	Phoenix, AZ	
	Full Service	\$328.43
	52 services	<b>\$361.27</b>
1.78	Vacant Property [3327]	
	805 W. Jefferson St.	
	Phoenix, AZ	
	No Lawn Care	
	Quarterly Lot Clean Up	\$225.00
		<b>\$247.50</b>
1.79	Pressroom [3337] / block 59	
	Phoenix, AZ	
	26 Services	
	No Lawn	\$240.00
		<b>\$264.00</b>
1.8	Old Courthouse [3401]	
	125 W. Washington Street	
	Phoenix, AZ	
	No Lawn Care	
	52 services	\$198.58
		<b>\$218.44</b>
1.81	Public Health Complex [3807/3708/3828]	
	1825/45 E. Roosevelt Street	
	Phoenix, AZ	
	Quarterly Lot Clean Up	\$125.00
		<b>\$137.50</b>

1.82	Garfield Probation [3817]	
	Phoenix, Az	
	26 Services	
	With Lawn Care	\$352.00
		<b>\$387.20</b>
1.83	Public Health [3846]	
	1645 E. Roosevelt Street	
	Phoenix, AZ	
	Full Service	
	52 services	\$196.88
		<b>\$216.57</b>
1.84	Northeast Consolidated Courts [3853]	
	18380 N. 40th St.	
	Phoenix, AZ	
	No Lawn Care	
	52 services	\$419.33
		<b>\$461.26</b>
1.85	Adult Probation/Juvenile Probation [3857]	
	333 W. Hatcher	
	Phoenix, AZ	
	Full service	
	52 services	\$146.40
		<b>\$161.04</b>
1.86	Adult Probation - Southport [3933]	
	3535 S. 7 St.	
	Phoenix, AZ	
	No Lawn Care	
	26 services	\$216.90
		<b>\$238.59</b>
1.87	Generator Site [4011]	
	101 W. Jackson Street	
	Phoenix, AZ	\$50.00
	Quarterly Clean up	<b>\$55.00</b>
1.88	Parking Lots [4013 and 4028]	
	Phoenix, AZ	
	No Lawn Care	\$345.00
	Quarterly Basis	<b>\$379.50</b>



1.9	Chambers Building [4052]	
	301 S. 4th Ave.	
	Phoenix, AZ	
	No Lawn Care	<del>\$72.00</del> <b>\$79.20</b>
	26 services	
1.91	Chambers Parking Lot [4064]	
	405 W. Jackson Street	
	Phoenix, AZ	<del>\$102.00</del> <b>\$112.20</b>
	Quarterly Basis	
1.92	Downtown Justice Court Center [4053]	
	620 W. Jackson Street	
	Phoenix, AZ	
	No Lawn Care	
	52 services	<del>\$171.85</del> <b>\$189.04</b>
1.93	Black Canyon Adult Probation [4166]	
	2445 W. Indianola Avenue	
	Phoenix, AZ	
	Full Service	<del>\$165.48</del> <b>\$182.03</b>
	52 service	
1.94	Emergency Management Admin. [4320]	
	Phoenix, AZ	
	52 Services	
	With Lawn Care	<del>\$438.63</del> <b>\$482.49</b>
1.95	Environmental - Scottsdale Office [4602]	
	15023 N. 75 th Street	
	Scottsdale, AZ	
	No Lawn Service	
	26 services	<del>\$208.16</del> <b>\$228.98</b>
1.96	Scottsdale Adult Probation [4608]	
	8230 E. Butherus Drive	
	Scottsdale, AZ	
	No Lawn Care	
	26 services	<del>\$206.09</del> <b>\$226.70</b>

1.97	MCDOT New River [4808]	
	41835 North New River Road	
	Phoenix, AZ	
	No lawn care	
	12 Services	\$165.00 <b>\$154.00</b>
1.98	Twin Buttes Cemetery [5103]	
	2000 S. Priest Dr.	
	Tempe, AZ	
	Weed Control Only	
	Quarterly Basis	\$645.00 <b>\$709.50</b>
1.99	Animal Control Center - Mesa [5105]	
	2630 E. 8th Ave.	
	Mesa, AZ	
	No Lawn Care	
	26 services	<del>\$98.00</del> <b>\$107.80</b>
2.01	White Tanks Library [5719]	
	20304 W. White Tank Mountain Road	
	Waddell, AZ	
	12 services	\$238.00 <b>\$261.80</b>
2.02	Elections/MCSO [6202]	
	320 W. Lincoln Street	
	Phoenix, AZ	
	No Lawn Care	
	26 services	\$120.00 <b>\$132.00</b>
2.03	Elections Office/Warehouse [6205]	
	510 S. 3rd Ave.	
	Phoenix, AZ	
	No Lawn Care	
	4 services	\$120.00 <b>\$132.00</b>

	<b>Special Assignment Area (See Solicitation Section 2.18)</b>	
	Performed daily, business hrs. only:	\$175.00 <b>\$192.50</b>
	Labor, irrigation repairs, two inch or larger:	
	During business hours	<del>\$48.00</del> <b>\$52.50</b>
	Labor, irrigation repairs, two Inch or larger:	
	After hours, weekends, holidays	<del>\$65.00</del> <b>\$71.50</b>
	Arborist/Horticulturist:	\$
	(If contractor does not have this specialty staff, this service may be subcontracted)	
	(If subcontracted, do not post a bid price. Insert word "subcontracted")	
	Parts/supplies/materials/ not covered under the routine services,	
	Cost plus:	15%
	General labor:	<del>\$23.33</del> <b>\$32.00</b>
	(Per Hour)	
	Landscape design	<del>\$45.00</del> <b>\$49.50</b>
	(Per Hour)	
	Fuel Cost Comprises	
	What Percent of Bid Amount	9.50%
	Equipment Operator/Spray Technician	
	Week Days (Per Hour)	<del>\$32.00</del> <b>\$52.50</b>
	Equipment Operator/Spray Technician	
	Weekend, Holidays or after hours (Per Hour)	<del>\$65.00</del> <b>\$97.50</b>
	General Labor	
	Weekends, Holidays or after hours (Per Hour)	<del>\$35.00</del> <b>\$48.00</b>

**EXHIBIT B - SCOPE OF WORK**

- 1.1 The contractor(s) shall furnish all supervision, labor, material, equipment, tools, chemicals, transportation, and at the start of the contract, contractor shall inspect all sites including flowers, trees, containers, shrubs, ground cover for any pre-existing conditions. Contractor shall provide a deficiency list to the county within 30 days which will identify any existing issues to be corrected and all effort necessary required in maintaining the landscape in an attractive and healthy condition throughout the year as specified herein.
- 1.2 Services are to be provided Monday through Friday, during business hours 6:00 a.m. – 6:00 p.m. MST, excluding County holidays. Due to excessive heat, in the months of April through October, the contractor can provide services Monday through Friday from 5:00 a.m.-7:00 p.m. MST only if the contractor deems necessary, and with the prior approval from FMD. Service shall be every week totaling 52 services, unless otherwise noted.
- 1.3 The following link <https://www.maricopa.gov/2127/Facilities-Management> contains locations indicated on Attachment D Pricing Sheet.
- 1.4 The contractor (s) must maintain insect and disease control with a legally approved chemical, and applied by certified landscape applicators (as approved by the State of Arizona, Office of Pest Management (OPM)).
- 1.5 For all landscape services, “maintain” shall mean to fertilize, trim, prune, thin, apply insect and disease control, water as needed, keep green, keep healthy growth to a natural appearance, cultivate as needed, to care for, support, all on a scheduled basis.
- 1.6 Landscape Design  
  
The county may require landscape design services during the term of this contract. If so, the contractor will bill design fees at an hourly labor rate.
- 1.7 Arborist/Horticulturist  
  
The services of an arborist or a horticulturist may be a requirement during the term of this service contract. If the contractor does not have an arborist or horticulturist on staff, subcontracting of such is allowable. There is a line item price in Attachment D, Pricing Sheet for such services. A five percent mark-up is authorized when utilizing a previously authorized subcontractor(s).
- 1.8 Tree And Shrub Care
  - 1.8.1 Contractor shall maintain all trees and shrubs in a manner that keeps them healthy, flourishing, and wholesome.
  - 1.8.2 Trees and shrubs in a state of decline shall be brought to the attention of the County immediately, in writing. Failure of contractor to document such decline to the County, with subsequent death of tree(s)/shrub(s) shall hold contractor responsible for the replacement of trees/shrubs to a size and condition and variety acceptable to the County at the contractor’s expense. Replacement tree sizes must be approved by county prior to planting.
  - 1.8.3 Replacement trees and shrubs shall comply with Arizona Department of Water Resources (ADWR) Phoenix Active Management Area (AMA) Drought Tolerant/Low Water Use Plant List.
- 1.9 Ground Cover
  - 1.9.1 Maintain ground cover in a manner that keeps them healthy, flourishing, and wholesome.

- 1.9.2 Weeds shall be controlled with pre-emergent herbicides as necessary.
  - 1.9.3 Water enough that moisture penetrates throughout the root zone, and only as frequently as necessary to maintain healthy growth.
  - 1.9.4 Edge ground cover to keep in-bounds and off walkways and sidewalks, and trim top growth as necessary to achieve overall even appearance.
  - 1.9.5 Remove all leaves and trash along curbing that separates landscape area with street, parking lot, or driveway when visibly needed.
  - 1.9.6 Ground cover in a state of decline shall be brought to the attention of the County immediately, in writing. Failure of contractor to document such decline to the County, with subsequent death of ground cover will hold contractor responsible for the replacement of ground cover to a size and condition and variety acceptable to the County.
  - 1.9.7 Replacement ground cover shall comply with the ADWR Phoenix AMA Drought Tolerant/Low Water Use Plant List.
- 1.10 Lawns
- 1.10.1 Sites that have no lawn care are identified in Attachment D, Pricing Sheet.
  - 1.10.2 Maintain lawns in a manner that keeps them healthy, flourishing, and wholesome.
  - 1.10.3 Renovate if needed or if over seeding for winter Rye grass. Winter over seeding of lawns to be included at all sites with lawns, unless otherwise specified by the County.
  - 1.10.4 Ryegrass shall be mowed to a minimum height of two inches in warm weather and one and a half inches during the rainy season.
  - 1.10.5 Other grasses such as Bermuda grass shall be mowed to a height of one and a half inches.
  - 1.10.6 Mowing shall be done at least every seven days during spring and fall seasons and as needed for other seasons. Maintain height to one and a half inches.
  - 1.10.7 Edging of lawn at sidewalks, walkways, paving blocks, or landscape separators (concrete curbing, brick, bender board, etc. that separates lawn from other landscape growth or granite) shall be performed as needed for neat appearance.
  - 1.10.8 Grass clippings from mowing shall be caught and removed. Clippings are not to be left lying in swaths that might damage the lawn. Clippings may be left every fourth mow to decompose.
  - 1.10.9 Contractor shall hand clip or use powered tools around sprinkler heads to allow for proper watering.
  - 1.10.10 Lawns shall be kept full. Where sparse, contractor shall maintain by seeding, fertilization, and watering. The exception to this is where grass is unable to grow such as shaded areas. The County shall reserve the right to determine this condition.
  - 1.10.11 All landscaping shall be fertilized twice annually (Spring and Fall) with slow-release 100 percent organic fertilizer.

1.11 Weed Control

- 1.11.1 Some sites shall require weed control only, as requested, and are identified in Attachment D, Pricing Sheet.
- 1.11.2 Maintain weed control in a manner that minimizes weed growth and spreading.
- 1.11.3 The contractor shall be responsible for weed control at all sites assigned to them. This will include the chemical treatment of weeds located in and around the site, and in some cases actual physical removal of weeds.
- 1.11.4 Weeds shall be defined as: a plant that is not valued where it is growing and is usually of aggressive growth; one that tends to overgrow or choke out more desirable plants. (Examples are, but not limited to: grass that is overgrowing in and around a small shrub is considered a weed. Nut grass, foxtail, or dandelions growing in granite areas or grass areas are considered weeds).

1.12 Irrigation/Sprinkler Systems

- 1.12.1 Maintain irrigation/sprinkler systems in a manner wherein contractor's staff checks for and eliminates system leaks, ensures total functionality, and provides necessary water without excess to all downstream vegetation from the main source.
- 1.12.2 Contractor is required to manually cycle all sprinkler systems that use a clock at each site on scheduled visits (if site has an irrigation/sprinkler system). This shall ensure the system is operational, and leaks have been taken care of. This shall also require a perimeter walk of the site, checking sprinkler heads, emitters, and bubblers. All heads are to be adjusted for unimpeded coverage. Contractor shall be given keyed access to control boxes. Contractor is to provide log of buildings, time of visit and watering schedule on a quarterly basis or when requested by FMD.
- 1.12.3 One and a one half inches or smaller irrigation lines and all components of the same size or smaller attached to and part of the system shall be repaired and maintained by the contractor at no additional cost to the County. Two inch and larger lines and all components of the same size or larger shall be billable to the County as time and materials.

**NOTE:** During the performance of the work covered by this agreement the contractor may encounter or discover irrigation lines (those one and a half inches or smaller) that are situated below permanent installation such as concrete slabs, asphalt, buildings or other permanent installations. These lines are not the responsibility of the contractor. If such lines are discovered, the contractor is to immediately notify FMD. FMD will take appropriate action which may include requesting a cost proposal for addressing the item. The contractor is to take no action until any aspect of service or additional cost is formally approved by FMD.

- 1.12.4 For repairs to irrigation lines over two inches, contractor shall notify FMD (or department if monitoring this contract) with an estimate for repairs.
- 1.12.5 Unless so noted in Attachment D, Pricing Sheet, (*no irrigation responsibility*), each site that has an irrigation system shall be the responsibility of the contractor as specified in this section.

1.13 Work Not Included

- 1.13.1 Repairs or replacement of losses/damages to County property beyond contractor's control, except with FMD's approval.

- 1.13.2 Maintenance of open parking areas, driveways, walks, etc. Exceptions: cleanup of landscape debris.
- 1.13.3 New planting or other special services, except with Owner's approval and agreement to pay.
- 1.14 Mandatory Weekly Routine Work, Performance Standards (Scored)(Exhibit 5)
  - 1.14.1 Maintain grass to approximately one and a half inches height.
  - 1.14.2 Edge trim around planters, sprinkler heads, trees, and along sidewalks.
  - 1.14.3 Vacuum or sweep sidewalks of building site (do not blow/sweep into parking areas or streets).
  - 1.14.4 Hand water as required. This includes, but not limited to, manual hand watering if an irrigation system should be down for repairs and/or renovation, or if there is not any in-ground system.
  - 1.14.5 Manually cycle sprinkler system controller through all phases – repair as necessary while on-site for one and a half inches or smaller. Larger lines require pre-approval. Backflow units to be checked for leakage.
  - 1.14.6 Remove all clippings and debris from County property on the same day of service. All clippings to be hauled away by contractor and not deposited into County trash containers.
  - 1.14.7 Pick-up debris/trash of areas around buildings, entryways, outside benches and furniture (if applicable). Empty trash containers located in parking lots and external to the building. Replace liners.
  - 1.14.8 Rake granite to an even pattern.
  - 1.14.9 Trim all ground cover and shrubs.
  - 1.14.10 Trim all tree branches and trunks from the ground level to a maximum 12 feet. Exceptions to this are young trees that are less than 10 feet tall. Also, trees overhanging walkways, which should be trimmed from ground level to a minimum of 12 feet in height.
  - 1.14.11 Spray and/or remove weeds as needed.
  - 1.14.12 Pickup cigarette butts located in an around planters and landscape areas located at entrances to buildings.
  - 1.14.13 Mandatory Weekly Routine Work shall be evaluated as stated in Exhibit 5.
- 1.15 Seasonal Routine Work
  - 1.15.1 Application of legally approved weed control and weed killer; fertilizer and summer grass seed; preparation for seeding for winter grass.
  - 1.15.2 Treat granite areas with pre-emergent chemical in early spring to control weed growth.
  - 1.15.3 Maintain reasonable control for insect and disease with legally approved chemicals.
  - 1.15.4 Renovate lawns for winter application of Rye grass.

1.15.5 Limited services for MCSO jail compounds: Weekly: weed control, litter pickup, blowing of curb lines, routine trimming, mowing of grass (during growing season, each week; once per month during December through March). No over seeding will be provided. Irrigation repairs as needed.

1.16 Non-Routine Work

1.16.1 All non-routine work (billable as a project or T&M) will be done at the direction of the FMD or user agency.

1.16.2 Contractor shall be called upon to estimate and perform various types of non-routine work such as, but not limited to: removing fallen/dead trees; major/minor repairs to sprinkler systems two inch and over; or spreading granite or fill dirt.

1.17 Parking Lots

There are a few parking lot sites, and they shall not require regular scheduled landscaping services. The sites do, however, require seasonal removal of grasses or weeds that have infested cracks, fence lines, sidewalk cracks, parkways (area between sidewalk and curb), etc. When requested, the contractor shall treat weeds/grass (remove if requested) from the site and bill the County per as priced in Attachment D, Pricing Sheet.

1.18 Special Assignment Duties – Downtown Complex

The contractor assigned to the downtown complex shall be responsible for litter/trash pickup on city sidewalks and the landscape area up to the building, on a DAILY (Monday – Friday) basis. A direct phone contact for text communications shall be provided from county to person assigned to special assignment area. This area borders:

West side of 1<sup>st</sup> Avenue  
South side of Jefferson Street  
West side of 8th Avenue both sides to include Medical Examiner's Office  
South side of Jackson Street

Old Courthouse (County side only) – bordering 1st Avenue on the west, Washington Street on the north, Jefferson Street on the south, and not to include the west wing area (City side).

A line item price for this service is in Attachment D, Pricing Sheet.

1.19 Mandatory Contractor Qualifications

1.19.1 The contractor shall be responsible to procure all required licenses and permits as governed by the State of Arizona. Contractor must have a State of Arizona Commercial Landscape License A/K-21. A copy of such must accompany RFP package.

1.19.2 A State of Arizona OPM License is also required for application of chemicals, Class B3 - Weed Control, and Class B5 - Turf and Ornamental Pest Control. A copy of such must accompany RFP package. Contractor's license for chemical applications must be registered to the contractor, and sub-contracting to another is not allowed.

1.19.3 State of Arizona, OPM Certification of contractor's employees who will be assigned the task of landscape chemical applications are a requirement and must be submitted with the RFP package and updated every six months. Copies can be requested at any time, and must be provided to the County upon request.



1.19.4 The contractor shall provide references of currently servicing a minimum of two commercial accounts similar in scope of work and complexity.

1.20 Contractor Requirements

1.20.1 The contractor shall respond on-site to emergency requests within four (4) hours of contractor receiving said requests. This may include but not limited to: sprinkler line breakage or related water problems; fallen trees; or safety related landscape matters.

1.20.2 The contractor shall be responsible for any damage incurred to the facility, underground sprinkler systems, trees, bushes, shrubs and/or any other permanent or nonpermanent type fixture, resulting from his negligent use of the premises to fulfill the contract terms and conditions.

1.20.3 All costs for repeat work, or repairs due to failures of specific repairs, will be the responsibility of the contractor.

1.20.4 The contractor and their employees shall exercise safe industry work practices. All work shall be in compliance with appropriate Occupational Safety and Health Administration (OSHA), Federal, State, County, and local municipality ordinances and regulations. Fertilizers and chemicals shall be transported in containers that will ensure proper protection to the job site.

1.20.5 All equipment used by contractor to perform the specifications herein shall be in good working condition and shall also conform to required safety standards.

1.20.6 The County has adopted the Governor's Executive Order 2007-03, Section 4 pertaining to the use leaf blowers, gasoline powered lawn mowers and all other pollution causing landscaping maintenance equipment.

1.20.7 Contractor shall own and maintain a sufficient inventory of non-gasoline powered landscape equipment to meet all contract specifications.

1.20.8 The contractor shall submit with its bid Attachment G indicating that they have read and will comply with Maricopa County Internal Policy. Policy A2234 Section U, Injury and Illness Prevention Plan: Non-Construction Contractor Safety Management Policy Attachment G.

1.20.9 The contractor shall not perform any work that creates a requirement to be reimbursed for overtime rates without prior written permission of the County.

1.20.10 The contractor shall perform the work in a way to minimize disruption to the normal operation of the building tenants. Upon completion of the work, the contractor is responsible for cleaning and removing all debris, materials, and equipment associated with the work performed. Debris will not be placed into County trash containers. Debris must be bagged in transparent bags.

1.20.11 The contractor shall carry on the operation in such a manner that does not damage County property. In the event damage occurs to County property, or any adjacent property by reason of any landscape operations performed under this contract, the contractor shall replace or repair the same at no cost to the County. If damage caused by the contractor has to be repaired or replaced by the County, the cost of such work shall be deducted from monies due the contractor.

1.21 English Speaking Requirement

The contractor's job supervisor and additional personnel as deemed necessary by the County FMD representative must be literate and fluent in the English language. There is to be at least one person or more, and as directed by the FMD, on each shift on site, who can speak, read and write English. This is not meant to require that all contractor personnel speak, read, and write English. Most tasks may require only the job supervisor, crew leader, or crewmember to speak, read, and write English. This requirement is necessary due to the following reasons, which include but are not limited to:

1.21.1 Warnings of emergencies and hazards

1.21.2 Preparation of reports as specified

1.21.3 Communication with Maricopa County Personnel and Tenants

1.21.4 Due to the significance of the above listed reasons, the English requirement is to enhance communications between the contractor representatives and FMD personnel, and between the contractor representatives and the public.

1.22 Employees of The Contractor

No one except authorized employees of the contractor is allowed on the premises of the County while performing services under this contract. Contractor's employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the contractor. Failure of contractor to meet this requirement will result in permanent removal of the employee from performing under this contract.

All contractor employees shall wear a contractor's issued picture identification badge at all times. All employees must also wear an article of clothing (cap, vest, and shirt) clearly displaying the name of the company at all times.

The contractor shall provide the County with a current employee register monthly. This register must contain the name, social security number, phone number, and address of all employees assigned to this contract. Register shall indicate employee has passed a felony security screening. If changes to the register occur, the contractor must inform the County via electronic notice immediately.

The County will audit felony security screenings on a random basis. Failure of this audit as well as failure to prescreen contractor employees may result in termination of contract.

Additional security screening may be required by other County agencies. This cost shall be incurred by the requesting user agency.

1.23 Safety Apparel Used by Contractor's Staff

The contractor's staff shall be required to wear safety apparel (i.e., eye, ear, face protection, etc.) when using landscape equipment such as, but not limited to lawnmowers, blowers, weed whackers, etc. Monitoring of the use of proper safety apparel shall be performed by FMD Quality Assurance staff.

1.24 Removal Of Contractor's Employees

The contractor agrees to utilize only experienced, responsible and capable people in the performance of the work. The County may require that the contractor remove any contractor employee who endanger persons or property or whose continued employment under this contract is inconsistent with the interest of the County.

1.25 Employee Training

1.25.1 Contractor shall furnish personnel who are trained and qualified to perform as to the specifications, and supervisors who will be responsible for the performance of their personnel.

1.25.2 The contractor shall provide training to their personnel for ornamental landscaping. The County shall, at its option, monitor the contractor's performance on a random and unannounced basis by:

(a) Observation

(b) Audit of performance

(c) Asking questions

1.26 Equipment and Supplies

All equipment and supplies furnished by the contractor are subject to prior approval by the County. The contractor shall provide sufficient equipment, supplies, and personnel to complete the work within the designated time frames.

1.27 Work Schedule

1.27.1 At the post award conference, the contractor shall provide a proposed work schedule to accomplish the services pursuant to this contract. This schedule shall be set on an annual calendar identifying the task and the frequency of work.

1.27.2 This schedule shall be subject to FMD approval, or user agency (if site monitored by user agency). Thereafter, changes in this schedule must be submitted in writing to FMD contract administrator (or user agency) for approval prior to implementation.

1.27.3 The contractor shall adhere to the approved work schedule and shall complete all routine work during the calendar week in which it is scheduled unless circumstances occur which are beyond the control of the contractor.

1.27.4 Due to the nature of unforeseen wind/rain/dust storms in the Valley, which cause much debris to be strewn about a site, the contractor may be notified by the County to immediately perform additional services to clean-up such debris including the removal of fallen trees. Exceptions to this are if the County simply waits for the contractor's scheduled service day to perform this task. It is then the contractor's responsibility to clean the site as per the specifications. Exceptions to this are fallen trees that would require chain saws and a debris trailer, wherein tree removal shall be considered an additional service.

1.28 Weekly Inspections

1.28.1 Each site shall be inspected by a FMD or using agency representative (if site monitored by user agency) a minimum of once per week. The representative shall inspect the site to ensure contract requirements are being adhered to. An inspection report shall be filled out by FMD, indicating the site has been inspected, and has been evaluated. This contract administration process will be an integral part of this contract, as an audit and feedback system and will be in addition to any other policies and procedures contained herein.

1.28.2 Work determined to be "poor" or "needs improvement" shall be corrected immediately by the contractor.

1.28.3 The County reserves the right to satisfactorily complete the work and deduct incurred costs from monies due the contractor if the work is not corrected within the allotted time frame.

1.29 Daily Inspections (Scored)

As part of the contract administration process, the FMD or the self-monitoring County user agency will inspect each site weekly to ensure contractor is maintaining landscape in a manner that keeps landscape looking clean, manicured, healthy, flourishing, and wholesome, and the contractor is in compliance with the specifications. An inspection form will be used to evaluate the contractor's performance on a week-by-week basis (See Exhibit 5, Inspection Form Sample). The following percentages will be used, via the inspection form, to ascertain if the contractor has met the requirements of obtaining an acceptably manicured landscape site. Special assignment area will be graded as its own entity, not per building once a week. This will be reviewed at post-award meeting. At the end of each month, the weekly scores will be averaged:

91 percent – 100 percent	Meets standards, acceptable performance met for each site.
81 percent – 90 percent	Below standards performance: 15 percent deduction for each site in this percentage range.
70 percent – 80 percent	Below standards performance: 20 percent deduction for each site in this percentage range.
Below 70 percent	Poor standards performance: 25 percent deduction for each site in this percentage range. <u>Action plan required, review of contract performance.</u>

Should the contractor fail to provide any service for the site, the total fixed rate per service shall be deducted.

1.30 Semi-annual Inspections (Not Scored)

1.30.1 The contractor, accompanied by one of the following:

(a) An FMD contract compliance specialist

Or

(b) If monitored by the using department, an authorized representative of the self-monitoring department shall perform a quality compliance semi-annual inspection during the normal daytime work shift. The inspection shall denote any performance discrepancies found. FMD and the self-monitoring department shall submit a summary of the findings to the contractor and to the contract file. This schedule frequency may be adjusted as required.

(c) The walk-through is comprised of inspecting the building landscape site to ensure all contract requirements are being met, noting the condition of the landscape sites. This inspection differs from that of the weekly inspections performed by the County in that the contractor's management staff and the County authorized representative inspect all sites visually acknowledging if the site is in compliance, and there are no performance deductions. Upon completion of the walk-through, a written report by the County authorized representative is to be generated as to what was uncovered and placed into the contract file, original mailed to the contractor. The report must post the contract serial number, the date of the walk-through, attendees, and findings. If discrepancies were exposed, the contractor must provide all effort necessary to make corrections within 24-hours after receipt of report.

1.31 Specified Discrepancies

For failure by the contractor to perform specified contract specifications, the County may deduct the following amounts from the contractor's invoice:

No English speaking staff on-site: \$20.00/per incident

No County I.D. and/or uniform as required: \$20.00/per incident

NOTE: Contractor shall not be subjected to specified discrepancy deductions that exceed their per service rate.

1.32 Irrigation Parts/Components – County's Option To Source

The County reserves the right to source irrigation parts/components if it is determined that such procurement is in the best interest of the County. Installation of County-purchased part/component may be installed by County staff, or by the contractor, this to be determined by the County. If installed by the contractor, labor for such shall be billable to the County. All parts/components procured by the County shall not be warranted by the contractor. However, the *installation* shall be warranted.

1.33 Required Submittals

1.33.1 Chemical Hygiene and Safety Plan, documented proof of compliance with OSHA mandated employee training; a demonstrated written history of compliance with all aspects of OSHA's Hazard Communication Standard. The contractor shall be required to demonstrate the expertise, knowledge, and capability to appropriately manage situations involving hazardous chemicals. COPIES OF EMPLOYEE TRAINING REGARDING PROPER CHEMICAL HANDLING SHALL BE SUBMITTED, and be updated on the anniversary contract date.

1.33.2 List of all supplies and equipment to be used pursuant to this contract and the appropriate Safety Data Sheets (SDS) for chemicals used. Favorable evaluation will be placed on alternatives to gasoline powered equipment and to effective landscape maintenance plans that minimize chemical herbicides and pesticides. Indicate if efforts will be made to comply.

1.33.3 Indicate where vegetation waste will go once it is removed from County property.

1.33.4 Copies of all licenses and employee certifications

1.33.4.1 A/K-21, Commercial Landscape License, State of Arizona Registrar of Contractors

1.33.4.2 Class B3, Weed Control License, State of Arizona OPM

1.33.4.3 ClassB5, Turf and Ornamental Pest Control, State of Arizona OPM

1.33.4.4 Employee Certification cards, for employees responsible for applying chemicals, State of Arizona OPM

1.34 PERFORMANCE REQUIREMENTS

1.34.1 Unless pre-approved by FMD, all work shall be performed by one service technician. If needed, contractor may dispatch a helper (laborer) to aid the technician. Any additional technicians or helpers needed for a specific job must be pre-approved by the County. The invoice shall be notated with pre-approval, for example, "extra technician pre-approved by 'person's name'."

1.35 BUILDING ACCESS

- 1.35.1 The contractor may be provided access to County facilities at the discretion of FMD. Keys, badges, or access cards will be provided per the following guidelines:
- 1.35.1.1 contractor employees may sign out a set of keys (all looped on a single key ring) upon arrival at site, and must turn in the key set at the end of the day or after completion of duties (as arranged with the County) unless they are issued a permanent key; or
  - 1.35.1.2 permanent keys may be provided to contractor employees on a case-by-case basis; or
  - 1.35.1.3 badges or access cards may be provided to contractor employees for access to the job site.
- 1.35.2 Should an employee leave the contractor's workforce, contractor shall immediately notify the County and all keys, badges, and access cards must be returned to the County.
- 1.35.3 The contractor shall notify the County within 24 hours if any keys, badges, or access cards are lost, misplaced, stolen, or otherwise not within the contractor's control.
- 1.35.4 Once this agreement is complete, expired, or terminated, the contractor shall immediately return all keys, badges, or access cards to the County.
- 1.35.5 Failure to comply with these requirements may result in the contractor being assessed the cost of replacing keys, badges, or access cards and any associated cost to ensure the security of County facilities including, but not limited to, re-keying the entire building at the expense of the contractor.

1.36 TIME AND MATERIALS WORK AND PROJECT WORK

1.36.1 Time and Materials Work

- 1.36.1.1 Cost estimates for work, which will not constitute a firm fixed quote, may be requested from contractors by County project managers. Work with estimated costs below \$10,000 may be performed either as T&M work or may, at the County's option, be bid among the contractors awarded in the contract.
- 1.36.1.2 The County reserves the right to adjust the \$10,000 T&M threshold if such adjustment is deemed to be in the County's best interest.
- 1.36.1.3 Regardless of value, repairs may be completed under a T&M work designation except when it is deemed in the County's best interest to bid among contractors awarded in the contract.
- 1.36.1.4 Contractor will price T&M services at the contractor's "most favored customer" pricing/discounts under similar conditions (e.g. order sizes, types, complexities, geographical regions, etc.). Contractors will provide County with a full breakdown estimate of pricing prior to County issuance of a work order/project number.

- 1.36.1.5 T&M hourly labor rates shall include all wages, indirect costs, overhead, profit, coordination time, general and administrative expenses, and profit. Fractional parts (15-minute intervals) of an hour shall be payable on a prorated basis.
- 1.36.1.6 All T&M work shall only require the County to issue a work order/project number to a contractor as authorization to proceed. The work order/project numbers shall be included on the vendor invoice.
- 1.36.1.7 T&M repairs may take place in response to emergency calls. Contractor must have availability for 24/7 emergency T&M response.

1.36.2 Project Work

- 1.36.2.1 Project work shall mean work performed, which, in the best interest of the County, would be more advantageous to be performed as "all inclusive," as opposed to time and materials. The contractor assigned to this contract shall be provided a request for project quote containing a detailed scope of work or shall meet with the County agency, discuss what needs to be done, and present the County with a written quote.
- 1.36.2.2 Project work shall be work that has been planned and has estimated costs in excess of \$10,000. The County reserves the right to adjust the \$10,000 project threshold if deemed in the County's best interest.
- 1.36.2.3 The submitted project price quote is to be all-inclusive. That is, any cost overruns to be absorbed by the contractor, or cost savings to be additional profit for the contractor. Exceptions to this are changes requested by the County that incur higher project cost and longer delays. All change order requests to a project must be in writing, referencing the contract serial number, and must be approved by FMD (or County user agency if request was made by them) prior to any authorization to proceed. The contractor who fails to acquire approved change orders in writing runs the risk of incurring these additional costs without payment.
- 1.36.2.4 The County may choose to negotiate with the contractor. The responding contractor shall be required to submit all back-up documentation (line item material costs, labor hours with rates, etc.) to the FMD project manager within three business days of a request. This documentation shall include all subcontractor documentation. If an agreement cannot be reached between the County and the contractor, either party may terminate the discussions and the County may seek to re-bid and/or deliver the project through other procurement options.
- 1.36.2.5 Upon project completion, contractor will provide County with a closeout package containing documents that County has identified in the in the project bid. Requested documents may include, but are not limited to, warranty letters, product list, operation and maintenance manuals, and a vendor list.

1.37 TIME AND MATERIALS CONSUMABLES

Contractor(s) must provide all equipment, consumable shop supplies (rags, cleaners, solvents, gases, etc.), miscellaneous parts (screws, bolts, nuts, small items, etc.), and tools necessary to perform all required services. Contractor(s) may be allowed a one-time consumable charge of up to \$25 per work order to cover these types of expenses, at the

County's discretion. Anything beyond the \$25 limit shall be provided at the contractor's own expense.

**1.38 ALLOWABLE PASS-THROUGH COSTS UNDER TIME AND MATERIALS WORK (WITH MARK-UP)**

1.38.1 Authorized costs which are not listed on the pricing page shall be paid for by the contractor and invoiced to the County. Supporting documents for any allowable pass-through cost shall accompany each final invoice. All pass-through supporting documents must be itemized for labor, materials, and taxes. The following fees will be allowed a five percent administrative mark-up:

1.38.1.1 Use of subcontractors: The use of labor by subcontractors performing any work not normally performed in the scope of ground keeping services and that cannot be performed by the prime contractor (e.g. irrigation and backflow preventer.) and that may require specialized licensing and/or certification. Prime contractor shall be responsible for ensuring that subcontractors have all proper documentation as required by the County. Use of subcontractors requires prior written approval from the County.

1.38.1.2 Equipment and tool rentals for unique County requirements: Pricing will be charged at the rate specified in the bidder response (per project or T&M job) with NO MARK-UP. Tools or equipment rented or charged on a per use basis by contractors while conducting County business shall be approved by the County in advance of work being performed.

1.38.1.2.1 Operating costs for rented equipment, which include a condition that equipment only be operated by an employee of the rental company, are allowable at the operator rate designated by the rental company. Rental/Operating costs shall be paid by the contractor and invoiced to the County.

1.38.1.3 Permits: Any permits related to the performance of County work shall be obtained by the contractor. Permit costs shall be paid by the contractor and invoiced to the County.

1.38.1.4 Dump fees: Any dump fees incurred by the contractor related to work performed for the County shall be paid by the contractor and invoiced to the County.

**1.39 TRIP CHARGE**

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

1.39.1.1 MCSO Lake Aid Stations (Apache, Bartlett, Blue Point, Canyon, and Saguaro)

1.39.1.2 County offices located in Gila Bend, AZ

1.39.1.3 County offices located in Buckeye, AZ

1.39.1.4 County offices located in Aguila, AZ



1.40 SALVAGE

Salvage and trade-in rights shall be evaluated on a project-by-project basis by the County and shall be determined prior to incorporation in the contractor's bid price. Salvageable materials without pre-approved contractor salvage rights shall be securely stored and are not to be transported off the site without written permission from the County. If contractor is given salvage rights, salvageable materials shall be removed daily. On-site storage of contractor's salvaged materials is not permitted.

HANDYMAN MAINTENANCE, INC. PO BOX 18968, PHOENIX AZ, 85005

PRICING SHEET: NIGP CODE 98836

Terms:	NET 15 DAYS
Vendor Number:	VC0000007662
Certificates of Insurance	Required
Contract Period:	To cover the period ending <b>March 31, 2025.</b>