

**SERIAL 210137-S      ROOFING REPLACEMENT, REPAIR, AND MAINTENANCE**

**DATE OF LAST REVISION: March 24, 2022      CONTRACT END DATE: April 30, 2024**

**CONTRACT PERIOD THROUGH APRIL 30, 2022 2024**

TO:                    All Departments

FROM:                Office of Procurement Services

SUBJECT:            Contract for **ROOFING REPLACEMENT, REPAIR, AND MAINTENANCE**

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 **April 21, 2021 (Eff. 05/01/21)**.

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

**RN/mm**  
Attach

Copy to:            Office of Procurement Services  
                         Sammi Birchard, FMD  
                         Beth Cressman FMD

(Please remove Serial 14069-RFP from your contract notebooks)

**CLASSIC ROOFING LLC, 2744 W. VIRGINIA AVE PHOENIX, AZ 85009**

COMPANY NAME:	Classic Roofing LLC
DOING BUSINESS AS (dba):	
MAILING ADDRESS:	2744 W. Virginia Ave Phoenix, AZ 85009
REMIT TO ADDRESS:	
TELEPHONE NUMBER:	602-442-5550
FAX NUMBER:	602-560-8458
WWW ADDRESS:	www.classicroofingaz.com
REPRESENTATIVE NAME:	Brandon Richardson
REPRESENTATIVE TELEPHONE NUMBER:	602-214-8548
REPRESENTATIVE EMAIL ADDRESS	brandon.richardson@classicaz.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 type="checkbox"/>	<input checked="" type="checkbox"/>	

**4<sup>th</sup> 3<sup>rd</sup> Call**

<b>1.0 PRICING:</b>			
<b>Time and Materials Pricing (Labor is per hour, per man)</b>			
<b><u>BUSINESS HOURS</u></b>			
1.1	Foreman	95	/per hour
1.2	Mechanic	85	/per hour
1.3	Helper	75	/per hour
<b><u>AFTER HOURS</u></b>			
1.4	Foreman	110	/per hour
1.5	Mechanic	100	/per hour
1.6	Helper	90	/per hour
<b><u>WEEKENDS, HOLIDAYS</u></b>			
1.7	Foreman	125	/per hour
1.8	Mechanic	115	/per hour
1.9	Helper	105	/per hour
<b><u>OTHER CHARGES</u></b>			
1.1	Roofing materials, supplies, cost plus:	15	%
1.11	Annual Preventative Maintenance		
	Up to 7,500 sq. ft.	\$0.45	/sq. ft.
	7,501 sq. ft. to 50,000 sq. ft.	\$0.35	/sq. ft.
	50,001 sq. ft and greater	\$0.25	/sq. ft.
1.12	Infra-red Scanning	\$350	per hour

**CLASSIC ROOFING LLC**

PRICING SHEET: NIGP CODE 91066

Terms: NET 30  
Vendor Number: VS0000005749  
Certificates of Insurance Required  
Contract Period: To cover the period ending **April 30, 2022 2024.**

**FLYNN BEC LP, 238 SOUTH HAMILTON, GILBERT, AZ 85233**

COMPANY NAME:	Flynn BEC LP
DOING BUSINESS AS (dba):	Flynn BEC LP
MAILING ADDRESS:	7901 E Pierce St, Scottsdale, AZ 85257
REMIT TO ADDRESS:	
TELEPHONE NUMBER:	6027177295
FAX NUMBER:	7901 E Pierce St, STE CD
WWW ADDRESS:	flynncompanies.com
REPRESENTATIVE NAME:	Brian Anderson
REPRESENTATIVE TELEPHONE NUMBER:	6027177295
REPRESENTATIVE EMAIL ADDRESS	briang.anderson@flynncompanies.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"/>	

**2<sup>nd</sup> Call**

<b>1.0 PRICING:</b>			
<b>Time and Materials Pricing (Labor is per hour, per man)</b>			
<b><u>BUSINESS HOURS</u></b>			
1.1	Foreman	\$65.19	/per hour
1.2	Mechanic	\$49.33	/per hour
1.3	Helper	\$31.71	/per hour
<b><u>AFTER HOURS</u></b>			
1.4	Foreman	\$97.79	/per hour
1.5	Mechanic	\$74.00	/per hour
1.6	Helper	\$47.57	/per hour
<b><u>WEEKENDS, HOLIDAYS</u></b>			
1.7	Foreman	\$97.79	/per hour
1.8	Mechanic	\$74.00	/per hour
1.9	Helper	\$47.57	/per hour
<b><u>OTHER CHARGES</u></b>			
1.1	Roofing materials, supplies, cost plus:	15	%
1.11	Annual Preventative Maintenance		
	Up to 7,500 sq. ft.	0.03	/sq. ft.
	7,501 sq. ft. to 50,000 sq. ft.	0.02	/sq. ft.
	50,001 sq. ft and greater	0.01	/sq. ft.
1.12	Infra-red Scanning	\$100	per hour

**FLYNN BEC LP**

PRICING SHEET: NIGP CODE 91066

Terms: 1% 10 DAYS NET 30 DAYS  
Vendor Number: VS0000005740  
Certificates of Insurance Required  
Contract Period: To cover the period ending **April 30, 2022 2024.**

**PROGRESSIVE SERVICES, INC., DBA: PROGRESSIVE ROOFING, 23 N. 35TH AVENUE, PHOENIX, AZ 85009**

COMPANY NAME:	Progressive Services, Inc.
DOING BUSINESS AS (dba):	Progressive Roofing
MAILING ADDRESS:	23 N 35th Ave, Phoenix, AZ 85009
REMIT TO ADDRESS:	23 N 35th Ave, Phoenix, AZ 85009
TELEPHONE NUMBER:	6022784900
FAX NUMBER:	6022786896
WWW ADDRESS:	www.progressiveroofing.us
REPRESENTATIVE NAME:	Mark Farrell
REPRESENTATIVE TELEPHONE NUMBER:	602-278-4900
REPRESENTATIVE EMAIL ADDRESS	mark.farrell@progressiveus.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"/>	

**1<sup>st</sup> Call**

<b>1.0 PRICING:</b>			
<b>Time and Materials Pricing (Labor is per hour, per man)</b>			
<b><u>BUSINESS HOURS</u></b>			
1.1	Foreman	\$62.00	/per hour
1.2	Mechanic	\$58.00	/per hour
1.3	Helper	\$45.00	/per hour
<b><u>AFTER HOURS</u></b>			
1.4	Foreman	\$75.00	/per hour
1.5	Mechanic	\$70.00	/per hour
1.6	Helper	\$65.00	/per hour
<b><u>WEEKENDS, HOLIDAYS</u></b>			
1.7	Foreman	\$75.00	/per hour
1.8	Mechanic	\$70.00	/per hour
1.9	Helper	\$65.00	/per hour
<b><u>OTHER CHARGES</u></b>			
1.1	Roofing materials, supplies, cost plus:	15	%
1.11	Annual Preventative Maintenance		
	Up to 7,500 sq. ft.	0.02	/sq. ft.
	7,501 sq. ft. to 50,000 sq. ft.	0.02	/sq. ft.
	50,001 sq. ft and greater	0.02	/sq. ft.
1.12	Infra-red Scanning	\$150.00	per hour

**PROGRESSIVE SERVICES, INC., DBA: PROGRESSIVE ROOFING**

PRICING SHEET: NIGP CODE 91066

Terms: NET 30  
Vendor Number: VC0000007237  
Certificates of Insurance Required  
Contract Period: To cover the period ending **April 30, 2022 2024.**

**TECTA AMERICA ARIZONA 1824 WEST BROADWAY ROAD PHOENIX, AZ 85041**

COMPANY NAME:	Tecta America Arizona, LLC
DOING BUSINESS AS (dba):	
MAILING ADDRESS:	1824 W Broadway Rd
REMIT TO ADDRESS:	1824 W Broadway Rd
TELEPHONE NUMBER:	602.246.8661
FAX NUMBER:	623.931.3061
WWW ADDRESS:	www.tectaamerica.com
REPRESENTATIVE NAME:	Virgil Benesh
REPRESENTATIVE TELEPHONE NUMBER:	602.663.2664
REPRESENTATIVE EMAIL ADDRESS	vlbenesh@tectaamerica.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"/>	none
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	none

**3<sup>rd</sup> Call**

<b>1.0 PRICING:</b>		
	<b>Time and Materials Pricing</b>	<b>(Labor is per hour, per man)</b>
	<b><u>BUSINESS HOURS</u></b>	
1.1	Foreman	75 / per hour
1.2	Mechanic	69 / per hour
1.3	Helper	55 / per hour
	<b><u>AFTER HOURS</u></b>	
1.4	Foreman	108 / per hour
1.5	Mechanic	99 / per hour
1.6	Helper	77 / per hour
	<b><u>WEEKENDS, HOLIDAYS</u></b>	
1.7	Foreman	151 / per hour
1.8	Mechanic	129 / per hour
1.9	Helper	100 / per hour
	<b><u>OTHER CHARGES</u></b>	
1.10	Roofing materials, supplies, cost plus:	20 %
1.11	Annual Preventative Maintenance	
	Inspection to include infra-red scanning	
	Up to 7,500 sq. ft.	0.05 / sq. ft.
	7,501 sq. ft. to 50,000 sq. ft.	0.04 / sq. ft.
	50,001 sq. ft and greater	0.03 / sq. ft.
1.12	Infra-red Scanning	0.1 / per SF
	<b>Vendor deemed non-responsive for Infra-Red Scanning.</b>	

**TECTA AMERICA ARIZONA**

PRICING SHEET: NIGP CODE 91066

Terms: NET 30  
Vendor Number: VC0000002513  
Certificates of Insurance Required  
Contract Period: To cover the period ending **April 30, 2022 2024.**

**\* Added Eff. 05/20/21**

## ROOFING REPLACEMENT, REPAIR, AND MAINTENANCE

### 1.0 INTENT

- 1.1 Maricopa County (County) is seeking one or more contractors to provide services to complete “like for like” or full replacement of various types of roofing systems on an as needed basis. Contractor shall provide all parts, labor, materials, equipment, tools, and transportation required to perform these services.
- 1.2 County’s existing contract, Serial #14069-RFP will be terminated upon award of this contract.
- 1.3 Respondents to this solicitation shall identify a firm, fixed cost rate for preventive maintenance and fully burdened hourly rates for work within the scope of this contract. Respondents will also respond with an hourly rate for work outside the scope of this contract.
- 1.4 All work will be completed as Time & Material (T&M) work, project work, or preventative maintenance as directed by the Facilities Management Department (FMD) for buildings under the maintenance responsibility of FMD. T&M and project work thresholds will apply as outlined in the scope of this contract. Contract award to multiple contractors will result in a call order (first, second, third, etc.) for T&M work. The call order will be determined by respondents lowest average hourly pricing found in the bid responses on Attachment D – Pricing Sheet.
- 1.5 Contractor’s primary point of contact for work performed will be the Facilities Management Department (FMD). Other County departments may use this contract, however FMD is not responsible for payments for work performed under the direction of other County departments.
- 1.6 Other governmental entities under agreement with Maricopa County (County) may have access to services provided hereunder (see also Sections 3.11 and 3.12 below).
- 1.7 The County reserves the right to add additional contractors, at the County’s sole discretion, in cases where the currently listed contractors are of an insufficient number or skill-set to satisfy the County’s needs or to ensure adequate competition on any project or task order work.
- 1.8 County reserves the right to award this contract to multiple vendors. The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County’s best interest.

### 2.0 SCOPE OF SERVICES

- 2.1 The scope of services of this solicitation includes, but is not limited to roofing repairs, roofing preventative-maintained inspection, roofing replacements, and roof coating of County facilities
- 2.2 Work outside the scope includes any work not normally performed in the scope of this solicitation and that can be performed by the prime contractor. If a subcontractor is used, apply mark-up as indicated in Section 2.13 - Allowable Pass-through Costs Under Time And Materials Work (With Mark-Up). Work outside the scope includes, but is not limited to, equipment removing, equipment relocation, and removal and replacement of lightning arrest system.

#### 2.3 PERFORMANCE REQUIREMENTS

- 2.3.1 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'."

- 2.3.2 Contractor(s) shall not make any changes to the equipment specifications, method of fabrication, or other requirements without the express prior written consent of the County. Any proposed changes shall be presented to the assigned County contact prior to the change taking effect (contact information will be provided on purchase orders).
- 2.3.3 Contractor(s) shall utilize only original equipment manufacturer (OEM) parts, as recommended by the equipment manufacturer, for replacement or repair, and use only those materials obtained from and/or recommended by the equipment manufacturer(s) unless pre-approved in writing by the County.
- 2.3.4 Contractor(s) shall coordinate all work schedules with the County before beginning any work which requires a utility outage or outage of equipment. Outages shall be arranged with the County in advance, if possible, and such work shall only be performed during County-approved times. The County must be notified immediately if any equipment is mistakenly taken out of service.

## 2.4 REPLACEMENT OR OVERHAUL OF EQUIPMENT

- 2.4.1 Roofs that are in need of replacement shall be evaluated by the contractor and a written price estimate shall be presented to the County. The County may or may not approve the work, dependent on budgets and priorities, or may request competitive bids.

## 2.5 CONTRACTOR QUALIFICATIONS

- 2.5.1 Contractor(s) shall be licensed to perform all work contemplated in this contract and shall have a minimum of five years of experience performing the work listed in the Scope of Services. Proof of such must accompany the bid packet. **Contractor may upload record of license history to prove their five-year minimum.**
- 2.5.2 Contractor should be authorized or able to perform full maintenance, repairs, installations for all roofing systems in the performance of this contract.
- 2.5.3 Contractor(s) shall employ a minimum of five technicians qualified to perform all work and to adequately service Maricopa County facilities. Qualified employees shall have a minimum of five years' experience performing the work listed in the Scope of Services and in related fields. Proof of such shall accompany the bid packet.
- 2.5.4 Contractor(s) must maintain a minimum of five adequately stocked service vehicles. Proof of such must accompany the bid packet and will be inspected prior to award.
- 2.5.5 Contractor(s) shall comply with all other requirements listed in the Scope of Services.

## 2.6 CONTRACTOR REQUIREMENTS

- 2.6.1 Contractor shall submit evidence of ability to provide and maintain, during the entire period of this contract, all labor, supervision, materials, tools, and equipment sufficient in number, condition, and capacity to efficiently perform the work and render the services required by this contract. Contractor shall provide evidence of their ability to furnish equipment and personnel by providing, with their bid packet, a listing of major tools, vehicles, equipment using Attachment F – Equipment

Listing. Contractor shall provide evidence of appropriate labor and supervision by listing personnel and their qualifications in Attachment E – Personnel Qualifications, which shall accompany the bid packet and shall be maintained throughout the contract.

2.6.2 Contractor(s) shall provide, at a minimum, the following owned or rented equipment and respond with hourly rate for use of such on Attachment D – Pricing Sheet:

a. THERMOGRAPHIC IMAGING SCANNING DEVICE

2.6.3 Contractor shall be responsible for obtaining and transporting equipment to and from the job site. In this regard, the contractor shall :

2.6.3.1 Ensure that its employees that are assigned to perform the work carry their own tools of the trade or are provided with tools normally carried by the trade on the job site. “Tools of the trade” are generally considered to be vehicles, tools, and equipment (e.g. hand tools, power tools, pickup trucks, vans, ladders, scaffolding, etc.) that are normally used in the course and scope of the contractor’s business and that should be a part of a qualified contractor’s inventory. Costs related to the acquisition, use, or maintenance of tools of the trade should be included as a part of the contractor’s fully-burdened hourly labor rates and are not, under any circumstances, to be separately or directly billed to County under this contract.

2.6.3.2 Arrange for lease or rental of any special tools and equipment needed to perform the work. “Special tools and equipment” are considered to be tools and equipment (e.g. cranes, towed air compressors, dumpsters with associated tipping fees, etc.) that are not typically maintained in a contractor’s inventory, but that are leased or rented when needed for a specific project/job. Charges for lease or rental of special tools and equipment with associated mark-up may be directly billed to County provided that the contractor clearly identifies these items in advance as a part of their proposal to perform the work. Charges for lease or rental of special tools and equipment with associated mark-up that have not been identified in advance as a part the contractor’s proposal to perform the work may not, under any circumstances, be separately or directly billed to County under this contract.

2.6.3.3 Ensure that all vehicles, tools, and equipment are appropriately licensed, as applicable, are in good operating condition, capable of rendering efficient, economical, and continuous service, and are equipped with necessary and required safety devices in accordance with State and Federal laws. While the County reserves the right to inspect any equipment for compliance with these requirements regarding condition, this does not relieve the contractor of the obligation to furnish conforming equipment. If any equipment is found to be deficient or non-conforming, the County shall so notify the contractor who shall immediately take action to place the equipment in good operating condition at his own expense. If the contractor does not take corrective action within a reasonable time, the County may require the immediate removal and replacement of the deficient equipment at the contractor’s expense.

2.6.4 The contractor’s service truck fleet and/or warehouse shall carry sufficient supply of repair parts and equipment to perform services per scope of work presented.

- 2.6.5 The contractor shall perform the work in such a way as to minimize disruption to the normal operation of the County site and building occupants.
- 2.6.6 Upon completion of work, the contractor shall clean and remove from the job site all disturbances (e.g. loose dirt, dislocated gravel, removed vegetation, footprints, old asphalt/concrete, etc.), debris, materials, and equipment associated with the work performed. County property shall be restored to the same condition as prior to start of the job.
  - 2.6.6.1 If, upon County inspection, it is found that the contractor failed to adequately clean up the site (meaning to the County's satisfaction) after work has been performed, the County will notify the contractor and the contractor will have 24 hours to clean. Should the contractor fail to clean a site to the County's satisfaction, the County reserves the right to make other arrangements to have the area cleaned, and the cost of such work shall be offset from any monies due the contractor. Costs of such work that exceed the amount of monies due the contractor shall be the responsibility of the contractor and shall be billed to the contractor.
- 2.6.7 The contractor shall perform all services in such a manner that County property is not damaged.
  - 2.6.7.1 In the event damage occurs to Maricopa County property or any adjacent property due to any services performed under this contract, the contractor shall immediately notify the County representative about the damages and shall replace or repair the same at no cost to the County within 48 hours of notifying the County, or by a deadline approved by the County.
  - 2.6.7.2 If damage caused by the contractor has to be repaired or replaced by the County, the cost of such work shall be deducted from the monies due the contractor. Costs of such work that exceed the amount of monies due the contractor shall be the responsibility of the contractor and shall be billed to the contractor.
- 2.6.8 The contractor shall utilize only experienced, responsible, and capable people in the performance of the work. The County may require that the contractor remove from the job covered by this contract, any employee who endangers persons or property or whose continued employment under this contract is inconsistent with the interest of Maricopa County.
- 2.6.9 Contractor(s) must have a business facility within 50 miles of 401 W. Jefferson Street, Phoenix, AZ 85003.
- 2.6.10 The County may inspect contractor facilities prior to award and reserves the right to make award based on the condition and quality of contractor facilities and equipment.
- 2.6.11 Contractors bidding on this solicitation may visit worksites to determine conditions that would affect prices and work performance. As some sites do have internal restrictions, it may be necessary for a site visit to be scheduled.
  - 2.6.11.1 If required by FMD, and to avoid the potential transmission of COVID-19 in any County-owned or -leased facilities, prior to entering, or when on any Maricopa County facility, property, building, or structure, all site-visit attendees and contractors may be required to wear (at all times) a face mask/face covering. Attendees who do not adhere to this may not be permitted to visit the site or enter Maricopa County facilities,

properties, buildings, or structures. Maricopa County is not responsible for providing face masks or face coverings.”

- 2.6.12 All vehicles used by contractor, including personal transportation vehicles, shall be clearly identified with the name of the company on each side of the vehicle. The letters shall be of such size that they are distinguishable at a reasonable distance.
- 2.6.13 All employees of the contractor shall wear a company uniform identified with the company name/logo and consisting of a minimum of one of the following:
- Shirt/blouse
  - Vest
  - Cap
- 2.6.14 Only authorized employees of the contractor are allowed on Maricopa County work sites. Contractor’s employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the contractor.
- 2.6.15 All work must comply with Environmental Protection Agency (EPA), Occupational Safety and Health Administration (OSHA), and any state, County, or local regulations in effect at each service location. Contractor shall adhere to all regulations, rules, ordinances, and standards set by Federal, state, County, and municipal governments pertaining to safety on the job site. If the contractor is found not to be in compliance with Federal, state, County, and/or municipal safety rules, ordinances, policy, procedure, or codes, the County may, in accordance with the “Suspension of Work” clause of the contract, suspend the work without cost to the County until such non-compliant issues are rectified to the satisfaction of the using agency. Continued non-compliance may result in termination of the contract.
- 2.6.16 County may conduct audits and performance reviews throughout the term of a contract to ensure contract compliance by the contractor.

**2.7 HOURS OF SERVICE**

- 2.7.1 Contractor shall provide telephone access 24 hours per day, 7 days per week (24/7), 365 days per year, and respond to a call for services within 30 minutes of receipt of a service request received via phone or email.
- 2.7.2 Services shall be available 24/7, 365 days per year.
- 2.7.3 Contractor shall respond on-site to begin work within four hours of receipt of a service request unless arrangements have been made for a later date/time with the County per the work order or notice to proceed.
- 2.7.4 The four-hour response time for non-emergency calls shall carry over to the next working day if called into contractor’s office after 2:00 p.m. MST. The contractor will be required to begin work by 8:00 a.m. MST the following day.
- 2.7.5 Contractors shall respond to emergency service requests immediately and report on-site to begin work within two hours of an emergency service call request regardless of the day/time of day, weekend, or holiday.
- 2.7.5.1 Regular hours are between the hours of 6:00 a.m. and 6:00 p.m., MST, Monday through Friday, excluding County holidays.
- 2.7.5.2 After hours are between the hours of 6:00 p.m. and prior to 6:00 a.m., MST, Monday through Friday.

- 2.7.5.3 Weekends are anytime on a Saturday or a Sunday.
- 2.7.5.4 Holidays are County holidays.
- 2.7.5.5 The Facilities Management Parts Warehouse is open for deliveries between the hours of 7:00 a.m. to 3:00 p.m. MST, weekdays, except for County holidays.
- 2.7.5.6 Due to the nature of work in public buildings, FMD will dictate during what service hours the contractor shall provide services.

**2.8 DELIVERY REQUIREMENTS**

- 2.8.1 Delivery shall be made to the County no later than 3:00 p.m. MST before the 5<sup>th</sup> calendar day after order is received unless prior arrangements have been made and approved in writing by the County.
- 2.8.2 Delivery shall be F.O.B. Destination Freight Prepaid.
- 2.8.3 Exceptions to the delivery schedule will be special-order items that must be identified by the contractor to the County and approved in writing by the County.
- 2.8.4 Maricopa County reserves the right to obtain material on the open market in the event vendors fail to make delivery of materials and charge any price differential to the vendor.
- 2.8.5 Delivery will be made to the following address during the receiving hours of 7:00 a.m. - 3:00 p.m. MST during normal County business days:

FACILITIES MANAGEMENT DIVISION (FMD) WAREHOUSE  
2401 S. 28th Dr.  
Phoenix, AZ 85009  
Warehouse Manager: 602-506-2501  
Warehouse Specialist: 602-506-1935

**2.9 SHIPPING TERMS**

- 2.9.1 Standard shipping of goods shall arrive within five business days of order placement, F.O.B. Destination Freight Prepaid, by the most economical method, at the County's warehouse or other such point as agreed between the contractor and the County. All delivery locations are within Maricopa County.
- 2.9.2 Shipping costs totaling less than \$50 should be considered in the contractor's mark-up as bid in response to the contract solicitation. Shipments which contain only County goods, and which cost \$50 or more may be reimbursed to the contractor as a pass-through cost with no mark-up when provided with the invoice back-up documentation.
- 2.9.3 If the County determines that expedited delivery or other alternate shipping is required, it shall notify the contractor. The contractor shall determine any additional costs associated with such delivery terms and communicate that cost to the County as soon as costs are known.
- 2.9.4 The County shall not advise the contractor to proceed with an expedited shipment until acceptable terms are agreed upon and a purchase order is issued. Upon agreeing to the additional costs, the County shall advise the contractor to proceed.
- 2.9.5 Upon receipt of material(s) and invoicing, the County shall ensure that any additional charges are in compliance with, and do not exceed, agreed to costs.

The County shall retain all documents related to these costs within the agency purchase file.

- 2.9.6 Contractor is responsible for shipping and handling fees related to returned items when the items have been ordered by the contractor.

## 2.10 BUILDING ACCESS

- 2.10.1 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:

2.10.1.1 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

2.10.1.2 permanent keys may be provided to contractor employees on a case-by-case basis; or

2.10.1.3 badges or access cards may be provided to contractor employees for access to the job site.

- 2.10.2 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.

- 2.10.3 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.

- 2.10.4 Once this agreement is complete, expired, or terminated, the contractor shall immediately return all keys, badges, or access cards to the County.

- 2.10.5 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.

## 2.11 TIME AND MATERIALS WORK, PROJECT WORK, AND PREVENTATIVE MAINTENANCE

### 2.11.1 Time and Materials Work

2.11.1.1 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.

2.11.1.2 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.

2.11.1.3 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.

2.11.1.4 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.

- 2.11.1.5 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.
- 2.11.1.6 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.
- 2.11.1.7 T&M repairs may take place in response to emergency calls. Contractor must have availability for 24/7 emergency T&M response.

#### 2.11.2 Project Work

- 2.11.2.1 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.
- 2.11.2.2 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.
- 2.11.2.3 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.
- 2.11.2.4 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.
- 2.11.2.5 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.

#### 2.11.3 Preventative Maintenance Service

- 2.11.3.1 A bid price based on square footage for a yearly preventative maintenance program shall be listed on Attachment D - Pricing Sheet. The inspection shall **may** consist of thermographic scanning by a level

one certified technician and written reports showing the thermographic scanning and any deficiencies in the roofing **as requested by FMD**.

2.11.3.2 Roof evaluations shall include: 1) photos 2) roof core 3) sketch, to include indication of any leaks 4) interview with building manager to show FMD any leaks 5) recommendations, and 6) very minor repairs or cleaning (recommended), documented and charged at standard County rates per Attachment D – Pricing Sheet).

2.11.3.2.1 InfraRed scan will include the report and InfraRed images, and moisture probing at areas which appear to be wet, marking the locations of detected moisture on the roof.

2.11.3.2.2 Reports and pricing shall be for roof area, not per building, and, pricing and square footage breaks shall be based on roof size, not building size. For example, a 100,000 square feet building might have 10 separate roof areas and each could have a different roof system, in which case contractor would prepare 10 reports, each with their own pricing and square footage breaks.

2.11.3.3 Contractor shall remove from the job site all debris resulting from or incidental to roofing repairs/installation. All bitumen spills shall be cleaned and any damage that has occurred shall be the Contractor's responsibility. Contractor shall not discard used roofing debris to County trash containers.

2.11.3.4 Unexpended materials or supplies purchased by the Contractor, paid with funds under the contract are, and will remain the property of the County. The Contractor shall deliver all such materials to FMD.

2.11.3.5 Contractor shall be responsible for any roof drain system and vent pipes clogged by Contractor's roofing materials.

2.11.3.6 All Preventative Maintenance (PM) shall be performed in accordance with industry standards and manufacturer recommendations.

2.11.3.7 Repairs may be initiated during PM service with permission of the County. Contractor shall advise the County of the need for repairs and a separate work order may be issued if work is approved.

2.11.3.8 PM and/or repair work shall be billed individually (per work order) and not bundled together on an invoice.

2.11.3.9 All preventative maintenance work orders will be issued at the discretion of the FMD.

## 2.12 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 type of expenses, at the County's discretion. Anything beyond the \$25 limit shall be provided at the contractor's own expense.

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

2.13.1 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:

2.13.1.1 Use of subcontractors: The use of labor by subcontractors performing any work not normally performed in the scope of roofing, and that cannot be performed by the prime contractor (e.g. plumbing, electrical, structural, and rigging, etc.) 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.

2.13.1.2 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.

2.13.1.2.1 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.

2.13.1.3 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.

2.13.1.4 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.

2.14 TRIP CHARGE

2.14.1 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:

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

2.14.1.2 County offices located in Gila Bend, AZ

2.14.1.3 County offices located in Buckeye, AZ

2.14.1.4 County offices located in Aguila, AZ

2.15 ABESTOS AND HAZERDOUS CONDITIONS ABATEMENT

2.15.1 Contractor shall notify the County immediately of any concerns regarding asbestos or other hazardous conditions.

2.15.2 Any asbestos or other hazardous conditions discovered on the site that would impact the repairs must be abated through a licensed asbestos (or other hazardous condition) abatement contractor who must provide County with air quality and disposal certificates. Abatement subcontracting can be coordinated either by the contractor or the County.

2.16 DEAD END CHARGE

If the contractor is unable to locate a County representative familiar with scheduled work or is unable to gain access to the work site, the contractor shall call the County Boiler Room (602-506-3310). A boiler room technician will give the contractors further instruction at the time work is to be performed. If the contractor is delayed or turned away after receiving further instructions from the boiler room technician, a \$50 building access trip charge shall be authorized by the County.

2.17 CANCELLATION COST

Any scheduled work cancelled without a minimum of 48 hours prior notice to the County will be rescheduled with the contractor and is subject up to a 25 percent reduction of the cost to the County.

2.18 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.

**3.0 PURCHASING REQUIREMENTS**

3.1 INSTALLATION

Contractor shall be responsible to install and present for inspection all services and equipment in a complete and ready-for-use condition with all components functioning, cleaned and tested. Contractor's price shall include delivery and installation of all equipment in complete operating condition.

3.2 TESTING

Unless otherwise specified, services and related materials purchased will be inspected by the department to ensure they meet the quality and quantity requirements of the specifications. When applicable and deemed necessary by the County, samples of the materials may be taken at random from stock received for submission to a commercial laboratory or other appropriate agency for analysis and tests to determine whether the materials conform in all respects to the specifications. In cases where commercial laboratory reports determine that the materials do not meet the specifications, the expense of such analysis shall be borne by the contractor.

3.3 ACCEPTANCE

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

3.4 WARRANTY

3.4.1 All services furnished under this contract shall conform to the requirements of this contract.

**3.4.2 Service and/or Repair Warranty**

3.4.2.1 The warranty shall cover all parts and labor for a period of one year from formal acceptance by the County. Any manufacturer warranty beyond one year shall be passed on to the County.

3.4.2.2 Contractor shall indicate on the price sheet the duration of the warranty and any applicable limitations or conditions which may apply.

3.4.2.3 Contractor agrees that it will, at its own expense, provide all labor and parts required to remove, repair or replace, and reinstall any such defective workmanship and/or materials which becomes or is found to be defective during the term of this warranty. Contractor shall guarantee the services to be supplied comply with all applicable regulations.

**3.5 USAGE REPORT**

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.

**3.6 BACKGROUND CHECK**

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

**3.7 INVOICES AND PAYMENTS**

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

3.7.2 Contractors shall provide the County with invoices no later than 14 days after services and delivery of goods are completed and accepted by the County rendered final.

3.7.3 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 e-procurement platform 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)
- 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).

3.7.4 Time and material commodities must be billed as a separate line item on the invoice.

3.7.5 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)).

3.7.6 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>.

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

3.7.8 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.

### 3.8 APPLICABLE TAXES

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

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

3.8.3 Tax Indemnification: Contractor and all subcontractors shall pay all Federal, state, and local taxes applicable to their operation and any persons employed by the contractor. Contractor shall, and require all subcontractors to, hold the County harmless from any responsibility for taxes, damages, and interest, if applicable, contributions required under Federal and/or State and local laws and regulations,

and any other costs including: transaction privilege taxes, unemployment compensation insurance, Social Security, and Workers' Compensation. Contractor may be required to establish, to the satisfaction of County, that any and all fees and taxes due to the City or the State of Arizona for any license or transaction privilege taxes, use taxes, or similar excise taxes are currently paid (except for matters under legal protest).

**3.9 PERFORMANCE**

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

**3.10 POST AWARD MEETING**

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

**3.11 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 you do not want to grant such access to a member of SAVE, state so in your bid. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this bid. The County assumes no responsibility for any purchases by using entities.

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

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

**4.0 CONTRACTUAL TERMS & CONDITIONS**

**4.1 CONTRACT TERM**

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

**4.2 OPTION TO RENEW**

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

**4.3 CONTRACT COMPLETION**

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

**4.4 PRICE ADJUSTMENTS**

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

**4.5 INDEMNIFICATION**

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

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

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

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

**4.6 INSURANCE**

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

County. The form of any insurance policies and forms must be acceptable to County.

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

4.6.9.1 Commercial General Liability

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

**4.6.9.2 Automobile Liability**

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

**4.6.9.3 Workers' Compensation**

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

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

**4.6.9.4 Certificates of Insurance**

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

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

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

**4.6.9.5 Cancellation and Expiration Notice**

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

to Maricopa County Office of Procurement Services and shall be mailed or hand delivered to 160 South 4<sup>th</sup> Avenue, Phoenix, AZ 85003, or emailed to the procurement officer noted in the solicitation.

**4.7 FORCE MAJEURE**

- 4.7.1 Neither party shall be liable for failure of performance, nor incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this contract, if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the parties. Such events, occurrences, or causes will include acts of God/nature (including fire, flood, earthquake, storm, hurricane, or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, and interruption or failure of electricity or telecommunication service.
- 4.7.2 Each as applicable, shall give the other party notice of its inability to perform and particulars in reasonable detail of the cause of the inability. Each party must use best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.
- 4.7.3 The party asserting Force Majeure as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

**4.8 ORDERING AUTHORITY**

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

**4.9 AVAILABILITY OF FUNDS**

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

**4.10 PROCUREMENT CARD ORDERING CAPABILITY**

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

**4.11 INTERNET ORDERING CAPABILITY**

It is the intent of Maricopa County to use the Internet to communicate and to place orders under this contract.

**4.12 NO MINIMUM OR MAXIMUM PURCHASE OBLIGATION**

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

**4.13 PURCHASE ORDERS**

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

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

**4.14 SUSPENSION OF WORK**

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

**4.15 STOP WORK ORDER**

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

4.15.1.1 cancel the stop work order; or

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

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

**4.16 TERMINATION FOR CONVENIENCE**

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

**4.17 TERMINATION FOR DEFAULT**

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

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

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

4.17.1.3 perform any of the other provisions of this contract.

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

**4.18 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST**

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

**4.19 OFFSET FOR DAMAGES**

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

**4.20 SUBCONTRACTING**

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

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

4.21 AMENDMENTS

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

4.22 ADDITIONS/DELETIONS OF SERVICES

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

4.23 RIGHTS IN DATA

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

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

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

4.24.1 In accordance with section MC1-374 **373** of the Maricopa County Procurement Code, the contractor agrees to retain (physical or digital copies of) all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this contract for six years after final payment or until after the resolution of any audit questions which could be more than six years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the department shall have full access to and the right to examine, copy, and make use of, any and all said materials.

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

4.25 AUDIT DISALLOWANCES

If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future invoices, request for credit, request for a check, or a deduction from current invoices submitted by the contractor equal to the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the contractor by issuing a check payable to Maricopa County.

4.26 STRICT COMPLIANCE

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

4.27 VALIDITY

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

4.28 SEVERABILITY

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

4.29 RELATIONSHIPS

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

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

4.30 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.~~

**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 viewed at [https://apps.azsos.gov/public\\_services/register/2009/46/governor.pdf](https://apps.azsos.gov/public_services/register/2009/46/governor.pdf))**

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

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

4.32 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

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

4.32.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from being awarded any

contract or grant by any United States department or agency or any state, or local jurisdiction;

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

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

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

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

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

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

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

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

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

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

4.33.2 The County retains the legal right to inspect documents of contractor and subcontractor employees performing work under this contract to verify compliance with paragraph 4.33.1 of this section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default, and suspension and/or debarment of the contractor. All costs necessary to verify compliance are the responsibility of the contractor

**4.34 CONTRACTOR LICENSE REQUIREMENT**

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

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

**4.35 INFLUENCE**

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

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

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

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

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

**AWARD MAY BE GROUNDS FOR DISMISSAL OF THE RESPONDENT FROM THE EVALUATION PROCESS.**

**4.36 CONFIDENTIALITY**

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

**4.37 CONFIDENTIAL INFORMATION**

4.37.1 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.

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

4.37.3 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.

**4.38 PUBLIC RECORDS**

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

**4.39 INTEGRATION**

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

4.40 UNIFORM ADMINISTRATIVE REQUIREMENTS

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

4.41 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.