

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
IRONTREE CONSTRUCTION, INC.**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the City of Glendale, an Arizona municipal corporation (the "City"), and Irontree Construction, Inc., a(n) Arizona corporation authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

**RECITALS**

- A. On February 13, 2019 under S.A.V.E Cooperative Purchasing Agreement, the Maricopa County of Procurement Services entered into a contract with Contractor to purchase the goods and services described in the Plumbing Services, Contract No. 190180-S ("Cooperative Purchasing Agreement"), which is attached hereto as Exhibit A. The Cooperative Purchasing Agreement permits its cooperative use by other governmental agencies including the City. The Cooperative Purchasing Agreement was renewed by Maricopa County on January 26, 2022 with an effective date of March 1, 2022.
- B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that the Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference, and the covenants and promises contained in this Linking Agreement, the parties agree as follows:

1. Term of Agreement. The City is purchasing supplies and/or services from Contractor pursuant to the Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement renewal, purchases can be made by governmental entities from the date of renewal, which was March 1, 2022, until the date the contract expires on February 28, 2024 unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not be extended beyond February 28, 2024. The initial period of this

Agreement, therefore, is the period from the Effective Date of this Agreement until February 28, 2024.

2. Scope of Work; Terms, Conditions, and Specifications.

- A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as Exhibit B.
- B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporated into and are an enforceable part of this Agreement.

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement, which is attached hereto as Exhibit C.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed five hundred thousand dollars (\$500,000) annually or one million dollars (\$1,000,000) for the entire term of the Agreement (initial term plus any renewals).

4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

5. Non-discrimination. Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

6. Insurance Certificate. A certificate of insurance applying to this Agreement must be provided to the City prior to the Effective Date.

7. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

8. No Boycott of Israel. To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.

9. Attestation of PCI Compliance. When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.

10. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale  
c/o Sonia Sarmiento CIP Administrator  
6210 W. Myrtle Ave, Suite 111  
Glendale, AZ 85301  
ssarmiento@glendaleaz.com

And

Irontree Construction, Inc.  
4723 E. Ingram Street, Suite 101  
Mesa, AZ 85205  
Greg@irontreeaz.com

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth above.

“City”

City of Glendale, an Arizona  
municipal corporation

By:

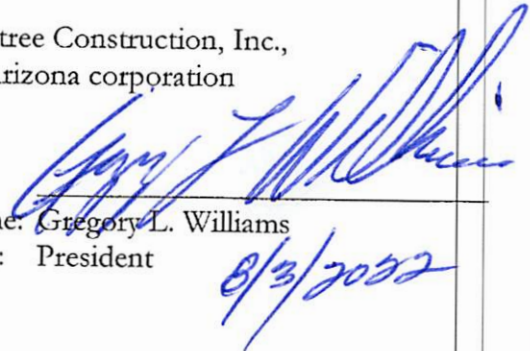
\_\_\_\_\_  
Kevin R. Phelps  
City Manager

“Contractor”

Irontree Construction, Inc.,  
an Arizona corporation

By:

\_\_\_\_\_  
Name: Gregory L. Williams  
Title: President



ATTEST:

\_\_\_\_\_  
Julie K. Bower (SEAL)  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael D. Bailey  
City Attorney

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
IRONTREE CONSTRUCTION, INC.**

**EXHIBIT A  
(MARICOPA COUNTY CONTRACT NO. 190180-S  
PLUMBING SERVICES)**



**Maricopa County**  
Office of Procurement Services

[www.maricopa.gov](http://www.maricopa.gov)

**Chief Procurement Officer**  
160 South 4<sup>th</sup> Avenue  
Phoenix, AZ 85003  
Phone: (602) 506-3967  
Fax: (602) 506-6766

**January 26, 2022**

We are pleased to notify you that Maricopa County has renewed your contract to supply the **PLUMBING SERVICES** as indicated on the attached award sheet with an effective date of **March 01, 2022**.

In accordance with the bid specifications, purchasing documents will be forwarded to you covering the specific items of this award, which will include deliveries and terms.

If you have any questions regarding Serial **190180-S**, please contact **Paul Shamrock** at **(602) 506 6476**.

Sincerely,

Paul Shamrock

Paul Shamrock, Procurement Officer Article V  
Office of Procurement Services

PS/mm  
Attachments

cc: Office of Procurement Services  
re: **Serial 190180-S**

**SERIAL 190180-S      PLUMBING SERVICES**

**DATE OF LAST REVISION: March 14, 2022**

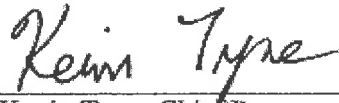
**CONTRACT END DATE: February 28, 2024**

**CONTRACT PERIOD THROUGH FEBRUARY ~~29 28, 2020 2022~~ 2024**

**TO:                    All Departments**  
**FROM:                Office of Procurement Services**  
**SUBJECT:            Contract for **PLUMBING 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 **February 13, 2019 (Eff. 03/01/19)**.

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



---

Kevin Tyne, Chief Procurement Officer  
Office of Procurement Services

**PS/mm**  
Attach

Copy to:            Office of Procurement Services  
**Sammi Birchard**, Facilities Management

(Please remove Serial 12088-S from your contract notebooks)

**IRONTREE CONSTRUCTION, 4723 W INGRAM ST 101, MESA, AZ 85205**

COMPANY NAME:	Irontree Construction, Inc.		
DOING BUSINESS AS (dba):			
MAILING ADDRESS:	4723 E Ingram St Suite 101		
REMIT TO ADDRESS:	4723 E Ingram St Suite 101		
TELEPHONE NUMBER:	480-969-9966		
FAX NUMBER:	480-969-4455		
WWW ADDRESS:	www.ironree.net		
REPRESENTATIVE NAME:	Gregory L Williams		
REPRESENTATIVE TELEPHONE NUMBER:	480-969-9966		
REPRESENTATIVE EMAIL ADDRESS	greg@ironreeaz.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"/>	No
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	No
<input checked="" type="checkbox"/> NET 30 DAYS			

**2<sup>nd</sup> 1<sup>st</sup>-Call 2ND-CALL Effective 03/01/22 2/11/22**

<b>Time and Materials Labor</b>			
Title	Regular Hourly Rate	After Hours Hourly Rate	Weekend and Holiday Rate
Plumber- 1 Hour Minimum	\$66.40	\$99.60	\$99.60
Plumber Helper- 1 Hour Minimum	\$36.00	\$54.00	\$54.00
* Camera Service (w/operator)	\$148.00	\$182.00	\$182.00
* Leak Detection Service (w/operator)	\$160.00	\$194.00	\$194.00
Labor for services outside the Scope of Contract	\$66.40	\$99.60	\$99.60

<b>Time and Materials Parts</b>	
Title	Percentage On Parts
Cost Plus %	25%

<b>Service Work</b>			
Title	Fee Per Service (2 Hour Minimum)	After Hours Hourly Rate	Weekend and Holiday Rate
* * Electric/Mechanical Cable Rootering Service	\$150.00	\$225.00	\$225.00
* * Hydro Jet rootering services LESS than 4"	\$218.00	\$327.00	\$327.00
* * Hydro Jet Rootering services GREATER than 4"	\$278.00	\$417.00	\$417.00

Title	Hourly Rate	Owned(YES/NO)
Backhoe w/operator	\$150.00	YES- CAT Excavator Model 303.5 For after hours \$200.00
2 <sup>nd</sup> Call Eff. 03/01/22 Jack Hammer	\$66.00	YES- Electric Jack Hammers
2 <sup>nd</sup> Call Eff. 03/01/22 Concrete Cutter	\$132.00	YES- Gas powered saw

**IRONTREE CONSTRUCTION**

- \* Quarterly hour increment rate is derived by hourly rate / 4
- \* \* Quarterly hour increment rate is derived by hourly rate / 8

PRICING SHEET: NIGP CODE 91060

Terms: NET 30

Vendor Number: VC0000009276

Certificates of Insurance Required

Contract Period: To cover the period ending **February 29 28, 2020 2022 2024.**

SERIAL 190180 S PLUMBING SERVICES

DATE OF LAST REVISION: March 05, 2020

CONTRACT END DATE: February 28, 2022

CONTRACT PERIOD THROUGH FEBRUARY 29 28, 2020 2022

TO: All Departments  
FROM: Office of Procurement Services  
SUBJECT: Contract for PLUMBING 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 **February 13, 2019 (Eff. 03/01/19)**.

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

  
\_\_\_\_\_  
Kevin Tyne, Chief Procurement Officer  
Office of Procurement Services

SA/hd  
Attach

Copy to: Office of Procurement Services  
Sammi Birchard, Facilities Management

(Please remove Serial 12088-S from your contract notebooks)

**IRONTREE CONSTRUCTION, 4723 W INGRAM ST 101, MESA, AZ 85205**

COMPANY NAME:	Irontree Construction, Inc.		
DOING BUSINESS AS (dba):			
MAILING ADDRESS:	4723 E Ingram St Suite 101		
REMIT TO ADDRESS:	4723 E Ingram St Suite 101		
TELEPHONE NUMBER:	480-969-9966		
FAX NUMBER:	480-969-4455		
WWW ADDRESS:	www.ironree.net		
REPRESENTATIVE NAME:	Gregory L Williams		
REPRESENTATIVE TELEPHONE NUMBER:	480-969-9966		
REPRESENTATIVE EMAIL ADDRESS	greg@ironreeaz.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"/>	No
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	No
<input checked="" type="checkbox"/> NET 30 DAYS			

**2ND CALL**

<b>Time and Materials Labor</b>			
Title	Regular Hourly Rate	After Hours Hourly Rate	Weekend and Holiday Rate
Plumber- 1 Hour Minimum	\$66.40	\$99.60	\$99.60
Plumber Helper- 1 Hour Minimum	\$36.00	\$54.00	\$54.00
* Camera Service (w/operator)	\$148.00	\$182.00	\$182.00
* Leak Detection Service (w/operator)	\$160.00	\$194.00	\$194.00
Labor for services outside the Scope of Contract	\$66.40	\$99.60	\$99.60

<b>Time and Materials Parts</b>	
Title	Percentage On Parts
Cost Plus %	25%

<b>Service Work</b>			
Title	Fee Per Service (2 Hour Minimum)	After Hours Hourly Rate	Weekend and Holiday Rate
* * Electric/Mechanical Cable Rooting Service	\$150.00	\$225.00	\$225.00
* * Hydro Jet rooting services LESS than 4"	\$218.00	\$327.00	\$327.00
* * Hydro Jet Rooting services GREATER than 4"	\$278.00	\$417.00	\$417.00

Title	Hourly Rate	Owned(YES/NO)
Backhoe w/operator	\$150.00	YES- CAT Excavator Model 303.5 For after hours \$200.00
Jack Hammer	\$66.00	YES- Electric Jack Hammers
Concrete Cutter	\$132.00	YES- Gas powered saw

- \* Quarterly hour increment rate is derived by hourly rate / 4
- \*\* Quarterly hour increment rate is derived by hourly rate / 8

IRONTREE CONSTRUCTION

PRICING SHEET: NIGP CODE 91060

Terms: NET 30

Vendor Number: VC0000009276

Certificates of Insurance Required

Contract Period: To cover the period ending **February 29 28, 2020 2022.**

## PLUMBING SERVICES

### 1.0 INTENT:

Maricopa County is seeking contractors to provide comprehensive plumbing services including mechanical clearing of sewer lines within all County owned facilities.

The County will inspect vendor facilities prior to award and reserves the right to make award based on the condition and quality of vendor facilities and equipment.

Respondents to this solicitation shall identify hourly rates for work within the scope of this contract, as outlined in bidsync.

Respondents will also respond in bidsync with an hourly rate for work outside the scope of this contract.

All work will be completed as Time & Material (T&M) work, Project Work, or Service work.

T&M and Project work thresholds will apply as outlined below. If the contract is awarded to a single vendor, all work will be performed as T&M work and Project work language will be removed at the time of contract award.

Contract award to multiple contractors will result in a call order (1st, 2nd, 3rd, etc.) for T&M work. The call order will be determined by the lowest average pricing found in the bid responses on bidsync.

All Service work shall be bid as a firm fixed price.

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

The County reserves the right to 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.

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 work.

### 2.0 SPECIFICATIONS:

2.1 Contractor(s) shall work mainly with the Maricopa County Facilities Management Department (FMD) to perform work. Other County departments may use this contract however FMD is not responsible for the contract administration of services requested by other County departments.

2.2 The Scope of Services of this Contract includes but is not limited to: repairs, replacement (or alterations) to water lines, gas lines, sewer lines, storm drains, water heaters, water conditioning equipment, water appliances, compressed air and vacuum systems, domestic backflow prevention devices, plumbing appliances, and all fixtures, vents, and devices common to the plumbing industry.

2.3 Work outside the scope includes but is not limited to: moving above ground objects such as fences and repairs to interior structures after work.

2.4 The Contractor shall not use any caustic cleaners, acids, de-scaling solutions, or other chemical agents to clean out any sewer line without authority from County staff.

2.5 Repair work for plumbing service shall be performed with the use of one (1) plumber. If needed, Contractor may dispatch a plumber's helper (laborer) to aid the plumber. Any additional plumbers

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 plumber pre-approved by 'person's name'*".

- 2.6 Contractor(s) shall not make any changes to the 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.
- 2.7 Contractor(s) shall utilize only original equipment manufacturer (OEM) parts as recommended by the manufacturer of the individual piece of equipment for replacement or repair, and use only those materials obtained from and/or recommended by the manufacturer(s) of the equipment. Equivalent alternate parts or materials may be presented to the assigned County contact prior to use.
- 2.8 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 approved times. Any equipment mistakenly taken out of service during work will be communicated to the County immediately.
- 2.9 REPLACEMENT OR OVERHAUL OF EQUIPMENT:
  - 2.9.1 Equipment that has reached obsolescence or that is in need of an overhaul shall be evaluated by the Contractor and a written price estimate shall be presented to the County. If approved, replaced equipment shall be new or will be overhauled by an approved vendor. The County may or may not approve the work dependent on budgets and priority needs.
  - 2.9.2 The County reserves the right to utilize its own sources for the purchase of new equipment or individual components. If the County exercises this right, the Contractor may be given the opportunity to install these items.
- 2.10 CONTRACTOR QUALIFICATIONS:
  - 2.10.1 Contractor shall be a Master Plumber and shall have a minimum of five (5) years of experience in Plumbing Services. Proof of such must accompany the bid package.
  - 2.10.2 Contractor(s) shall employ a minimum of five (5) Journeyman qualified local technical staff to adequately service Maricopa County facilities. Qualified employees shall have a minimum five (5) years' experience in plumbing. Proof of such shall accompany bid package.
  - 2.10.3 Contractor(s) must maintain a minimum of five (5) adequately stocked service vehicles. Proof of such must accompany bid package and will be inspected prior to award.
  - 2.10.4 The Contractor shall have, at a minimum, the following owned equipment in inventory:
    - a. Eight (8) electric cable rootering machines (for 3"-6" lines up to 250')
    - b. Two (2) hydro-jet machines capable of clearing up to 4" diameter line
    - c. Two (2) hydro-jet machines capable of clearing greater than a 4" diameter line
    - d. Two (2) pipe threading machines
    - e. One (1) camera unit
    - f. One (1) leak detection machine
  - 2.10.5 Bidders shall have experience managing accounts with multiple locations of a similar size and complexity within the past five (5) years. See Attachment D Section 5.4 for complete listing of building locations and square footage.

The bidders shall supply listings (address, city, state, with contact names and phone numbers) of these projects as part of the bid submittal package

2.11 SERVICE WORK:

2.11.1 MECHANICAL CLEARING OF PLUMBING LINES (ROOTERING):

This service is to be all-inclusive. The flat rate shall include all materials, tools, equipment, labor, supervision, transportation, trip charges, and travel time for a minimum of two (2) hours. Length of rootering run shall be infinite without additional charges. The purpose of this service shall be for clearing blockages in sanitary sewer/plumbing lines.

2.11.2 All Service work shall be performed in accordance with industry standards and manufacturer recommendations.

2.11.3 Contractor shall advise County of deficiencies requiring repair which are found during Service work and a separate work order may be issued if work is approved.

2.11.4 Three Types Of Mechanical Clearing To Be Made Available To The County:

2.11.4.1 Hand Held Auger:

This mechanical service shall be included in the hourly labor bid price and NOT charged as a separate rootering call. The Contractor shall identify this work on the invoice as "*auger blockage*".

2.11.4.2 Electric/Mechanical Rootering Service:

Electric/mechanical machine usage shall be a flat rate, PER CALL, with a two (2) hour minimum service. This allows ample time for the plumber to assess the job, remove the machine from the truck, set the machine up and clear the line, and reinstall the machine back onto the truck. If the plugged line happens to be caused from two (2) or more different locations within the same building, the Contractor shall consider this the same service and only one (1) cable rootering charge applied. If a rootering charge for the electric/mechanical machine is imposed to the County, the plumbing labor rate shall NOT be an additional charge. After two (2) hours of unsuccessful attempts to clear the blockage, the Contractor must notify County staff and a determination made as to what other alternatives can be used. If additional time is approved, the County will be billed for additional labor in fifteen (15) minute increments. Should this be the case, the Contractor shall bill the County for the one (1) rootering charge plus each fifteen (15) minute increment only. The Contractor shall identify this type of call on the invoice as "*cable blockage*".

2.11.4.3 Hydro Jet Rootering Service:

Hydro Jet Rootering shall be flat rate, PER CALL, with a two (2) hour minimum service. This allows for ample time for the Contractor to assess the job, remove the machine from the truck, unplug the line, and reinstall the machine back onto the truck. If the plumber does not have a hydro jet machine in their vehicle, then the County agency may call-out a contractor with the lowest rate for hydro jet rootering based on availability. If the plugged line happens to be caused from two (2) or more different locations within the same building, the Contractor shall consider this one (1) service and only one (1) hydro jet rootering charge applied. After two (2) hours of unsuccessful attempts to clear the blockage, the Contractor must notify County staff and a determination made as to what other alternatives can be used. If additional time is approved, the County will be billed for additional labor in fifteen (15) minute increments. Should this be the case, the Contractor shall bill the County for the one (1) rootering charge plus each

fifteen (15) minute increment only. The Contractor shall identify this type of call on the invoice as  
“hydro jet --clear line”.

2.11.4.4 Charge for Use of Electric/Mechanical and Hydrojet Machines For Same Job:

If electric/mechanical rootering is used and is determined unsuccessful, same call, same day, same site as explained above, and the Contractor’s plumber AND the County staff agrees to utilize the hydro jet, two (2) charges are allowed on the invoice with the name of the County employee who authorized the services:

2.11.4.5 Leak Detection and Camera Services:

These services shall be priced per hour as well as in fifteen (15) minute increments, with operator.

2.1 TIME AND MATERIALS WORK AND PROJECT WORK:

2.1.1 **Time and Materials Work:**

2.1.1.1 Cost estimates for work may be requested from Contractors by County Project Managers which will not constitute a firm fixed quote. Estimated work with costs below **\$5,000** may be performed either as Time and Material (T&M) work or may, at the County’s option, be bid as Project work among the Contractors awarded in the contract. The County reserves the right to adjust the **\$5,000** Time and Materials (T&M) threshold if deemed in the County’s best interest. Time and Materials (T&M) hourly labor rates shall include all overhead, profit, and coordination time.

2.1.1.2 Regardless of value, Repairs are exempt from Project work dollar value thresholds and will be completed under T&M work except when it is deemed in the County’s best interest to bid the repairs as Project work.

2.1.1.3 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.

2.1.2 **Project Work:**

2.1.2.1 Project work shall be work that has been planned in advance and has estimated costs in excess of **\$5,000**. The County reserves the right to adjust the **\$5,000** project threshold if deemed in the County’s best interest.

2.1.2.2 Project Work estimated to be in excess of **\$5,000** may be bid as follows:

2.1.2.3 Each of the contractors awarded this contract shall be provided a request for quotation containing a general Scope of Work. Contractor bid responses shall be inclusive of all costs required to perform the work as outlined by the Scope of Work (i.e. all necessary labor, materials, shipping, rentals, tools, sub-contractors, permits, etc.). As such, each contractor **MUST** submit a response, with award being made to the lowest responsive and responsible, response, excluding taxes, for the project. Contractors are not to submit their own project quote sheets. Only County letterhead quote sheets are acceptable. All terms and conditions are those established under this contract. After site review of the project, all contractors listed on this contract must submit the project quote sheet back to the requestor, either with acceptance and a firm price; or marked as “No Bid”.

2.1.2.4 Contractors who have submitted a “No Bid” or declined project work a minimum of three times during any six-month period will be removed from the list of bidders for project work for the remaining period of this contract. A contractor removed from the list may request to be returned to the list. The County has the sole discretion to return the contractor to the list but is under no obligation or requirement to do so.

2.1.2.5 If there is only a single response to a request for project quote, the County may choose to negotiate with the responding 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 (3) days of a request. This documentation shall include all sub-contractor 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.

2.1.2.6 Upon project completion, closeout packages will contain the following documents: warranty letters, product list, operation and maintenance manuals, vendor list, etc.; and shall be requested by the County in the project bid.

2.2 ALLOWABLE PASS-THRU COSTS UNDER TIME AND MATERIALS WORK (WITH MARK-UP):

2.2.1 The following fees will be allowed a **five percent (5%)** administrative mark-up. Supporting documents for any allowable pass-thru cost shall accompany each final invoice. All pass-thru supporting documents must be itemized for labor, materials, and taxes.

2.2.2 EQUIPMENT AND TOOL RENTALS: Pricing for Equipment outlined on pricing on bidsync will be charged at the rate specified in the bidder response with NO MARK-UP. Other 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. 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. Authorized rentals which not listed on pricing on bidsync shall be paid for by the Contractor and invoiced to the County with mark-up.

2.2.3 PERMITS: Any permits related to the performance of County work shall be obtained by the Contractor. Permit costs shall be paid by the Contractor and invoiced to the County with mark-up.

2.2.4 DUMP FEES: Any dump fees incurred by the Contractor related to work performed for the County shall be paid by the Contractor and invoiced to the County with mark-up.

2.2.5 SUB-CONTRACTOR FEES: Sub-contractor fees will be allowed a mark-up only when a prime contractor is performing work under the original Scope of Work in this contract AND only when the work is not listed on PRICING. Sub-contractor fees are an allowable pass-thru cost with NO MARK-UP when contractor performs T&M work either as a General Contractor or under one of the disciplines listed in pricing section in bidsync

2.3 TIME AND MATERIALS CONSUMABLES CHARGE ALLOWED:

Contractor(s) must provide, all equipment, consumable shop supplies (rags, cleaners, solvents, gasses, etc.), miscellaneous parts (screws, bolts nuts, small items etc.), tools, etc. necessary to perform all the required services. Contractor(s) are allowed a one-time consumables charge of up to \$25.00 per work order to cover these type of expenses. Anything beyond the \$25.00 limit, will be provided at the contractor’s own expense.

2.4 SAMPLES:

Contractors may be requested to furnish samples of items proposed for examination by the County. Any items so requested shall be furnished at no cost to the County.

2.5 ABESTOS ABATEMENT:

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

2.5.2 Any asbestos or other hazardous conditions discovered on the site that would impact the repairs must be abated through a licensed asbestos abatement contractor providing air quality and disposal certificates. This subcontracting can be coordinated either by the contractor or the County.

2.5.3 The Contractor, if certified to handle asbestos containing materials including: sampling, removal, abatement, and disposal, must submit proof of such with bid package.

3.0 PURCHASING REQUIREMENTS:

3.1 ACCEPTANCE:

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

3.2 USAGE REPORT:

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

3.3 BACKGROUND CHECK:

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

3.4 INVOICES AND PAYMENTS:

3.4.1 The Contractor shall submit one (1) legible copy of their detailed invoice before payment(s) will be made. Incomplete invoices will not be processed. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract Serial Number
- County purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity (number of days or weeks)
- Contract Item number(s)
- Description of Purchase (product or services)
- Pricing per unit of purchase
- Freight (if applicable)
- Extended price
- Mileage w/rate (if applicable)

- Arrival and completion time (if applicable)
- Total Amount Due

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

3.4.3 Payment shall only be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (<http://www.maricopa.gov/922/Vendors>).

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

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

APPLICABLE TAXES:

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

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

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

3.5 TAX (SERVICES):

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

3.6 TAX (COMMODITIES):

Tax shall not be invoiced against Contractor's labor. It is the responsibility of the Contractor to determine any and all applicable taxes and include the tax percentage in their proposal.

3.7 PERFORMANCE:

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

**3.8 POST AWARD MEETING:**

The Contractor may be required to attend a post-award meeting with the Department to discuss the terms and conditions of this Contract. This meeting will be coordinated by the Procurement Officer of the Contract.

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

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

**3.10 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's):**

County currently holds ICPA's with numerous governmental entities. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. It is the responsibility of the non-County government entity to perform its own due diligence on the acceptability of the Contract under its procurement rules, processes and procedures.

**4.0 CONTRACTUAL TERMS & CONDITIONS:****4.1 CONTRACT TERM:**

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

**4.2 OPTION TO RENEW:**

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

**4.3 CONTRACT COMPLETION:**

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

**4.4 PRICE ADJUSTMENTS:**

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

## 4.5 INDEMNIFICATION:

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

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

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

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

## 4.6 INSURANCE:

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

County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

4.6.8 Commercial General Liability:

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$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 Automobile Liability:

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

4.6.10 Workers' Compensation:

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

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

4.6.11 Certificates of Insurance:

4.6.11.1 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.

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

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

4.6.12 Cancellation and Expiration Notice:

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to Maricopa County. Contractor must provide to Maricopa County, within two (2) business days of receipt, if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to Maricopa County Office of Procurement Services and shall be mailed or hand delivered to ~~320 West Lincoln Street~~ **160 S 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, interruption or failure of electricity or telecommunication service.

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

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

4.8 ORDERING AUTHORITY:

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

4.9 NO MINIMUM OR MAXIMUM PURCHASE OBLIGATION:

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

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

4.10 PURCHASE ORDERS:

County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor for actual and documentable costs incurred by the Contractor in response to the Purchase Order. The

County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

4.11 SUSPENSION OF WORK:

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

4.12 STOP WORK ORDER:

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

4.12.1 Cancel the stop work order; or

4.12.2 Terminate the work covered by the order as provided in the Default, or the Termination for Convenience clause of this Contract.

4.12.3 The Procurement Officer may make an equitable adjustment in the delivery schedule and/or Contract price, or otherwise, and the Contract shall be modified, in writing, accordingly, if the Contractor demonstrates that the stop work order resulted in an increase in costs to the Contractor.

4.13 TERMINATION FOR CONVENIENCE:

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

4.14 TERMINATION FOR DEFAULT:

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

4.14.1 Deliver the supplies or to perform the services within the time specified in this Contract or any extension;

4.14.2 Make progress, so as to endanger performance of this Contract; or

4.14.3 Perform any of the other provisions of this Contract.

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

4.15 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel any Contract without penalty or further obligation within three (3) years after execution of the Contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the County from any other party to the Contract arising as the result of the Contract.

4.16 OFFSET FOR DAMAGES:

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

4.17 SUBCONTRACTING:

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

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

4.18 AMENDMENTS:

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

4.19 ADDITIONS/DELETIONS OF SERVICE:

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

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

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

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

4.21 AUDIT DISALLOWANCES:

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

4.22 STRICT COMPLIANCE:

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

4.23 VALIDITY:

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

4.24 SEVERABILITY:

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

4.25 RIGHTS IN DATA:

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

4.26 RELATIONSHIPS:

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

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

4.27 NON-DISCRIMINATION:

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

4.28 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION:

4.28.1 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;

4.28.1.1 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;

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

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

4.28.1.2.2 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;

4.28.1.2.3 are not presently indicted or criminally charged by a government entity (Federal, State or local) with commission of any criminal offenses in connection with obtaining, attempting to obtain, or as the result of performing a government entity public (Federal, State or local) transaction or contract; and are not presently facing any civil charges from any governmental entity regarding obtaining, attempting to obtain, or from performing any governmental entity contract or other transaction; and have not within a three (3) year period preceding this Contract had any public transaction (Federal, State or local) terminated for cause or default.

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

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

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

4.29.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other Federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three (3) years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

4.29.2 The County retains the legal right to inspect Contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 4.29.1 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.

4.30 CONTRACTOR LICENSE REQUIREMENT:

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

4.30.2 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.

4.31 INFLUENCE:

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

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

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

4.31.2 That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this Contract.

ABSOLUTELY NO CONTACT BETWEEN THE RESPONDENT AND ANY COUNTY PERSONNEL, OTHER THAN THE OFFICE OF PROCUREMENT SERVICES, IS ALLOWED DURING THE SOLICITATION PROCESS UNLESS THE COMMUNICATION IS IN 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.

## 4.32 CONFIDENTIALITY INFORMATION:

~~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.~~

**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.**

**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 fifteen (15) calendar days of the written request to do so.**

**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.**

## 4.33 PUBLIC RECORDS:

Under Arizona law, all Offers submitted and opened are public records and must be retained by the Records Manager at the Office of Procurement Services. Offers shall be open to public inspection and copying after Contract award and execution, except for such 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.

## 4.34 INTEGRATION:

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

## 4.35 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.*

4.36 GOVERNING LAW:

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

4.37 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.**

EXHIBIT A

FACILITIES MANAGEMENT REQUIREMENTS

- 1.0 HOURS OF SERVICE (any fluctuations to these hours will be handled in the Solicitation):
  - 1.1 REGULAR HOURS are between the hours of 6:00 AM and 6:00 PM, Monday through Friday, excluding County holidays.
  - 1.2 AFTER HOURS are between the hours of 6:00 PM and prior to 6:00 AM, Monday through Friday.
  - 1.3 WEEKENDS are anytime on a Saturday or a Sunday.
  - 1.4 HOLIDAYS are County holidays.
  - 1.5 Services shall be available 24 hours per day, 7 days per week, 365 days per year.
  - 1.6 The Facilities Management Parts Warehouse is open for deliveries between the hours of 7:00 AM to 3:00 PM weekdays except for County holidays.
  
- 2.0 BEGINING OF WORK:
  - 2.1 Contractor shall provide 24 hours per day, 7 days per week, 365 days per year telephone access, and respond to a call for services within thirty (30) minutes of receipt via phone or email.
  - 2.2 During REGULAR HOURS, AFTER HOURS, WEEKEND or HOLIDAYS, Contractor shall respond on-site to begin work within four (4) hours of receipt of a service request unless arranged for a later date/time with the County per the work order or notice to proceed.
  - 2.3 The four (4) hour response time shall carryover to the next working day if called into Contractor's office as a non-emergency call after 2:00 PM. The Contractor will be required to begin work by 8:00 AM the following day.
  - 2.4 Contractors shall respond to EMERGENCY requests immediately and report on-site to begin work within two (2) hours service call request regardless of the time of day, WEEKEND or HOLIDAY.
  
- 3.0 TRIP CHARGE:

One-time trip charges of \$50.00 (one per work order) are permitted when Time and Materials work is requested at the following sites ONLY:

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

If the contractor is unable to locate a County representative familiar with the work or is unable to gain access to the work site, the Contractor shall call the County Boiler Room (602-506-3310). The Boiler Room technician will give contractors further instruction at this time. If the Contractor is delayed or turned away, a \$50.00 trip charge shall be authorized by the County.

5.0 CONTRACTOR REQUIREMENTS:

- 5.1 Contractor shall provide and maintain during the entire period of this contract, all labor, supervision, materials, effort, tools, and equipment sufficient in number, condition and capacity to efficiently perform the work and render the services required by this contract. Contractor shall provide evidence of his ability to furnish equipment and personnel. The Contractor's service truck fleet and/or warehouse shall carry sufficient supply of repair parts and equipment to perform services per Scope of Work presented.
- 5.2 The Contractor shall perform the work in such a way as to minimize disruption to the normal operation of the County site and building occupants. Upon completion of work, the Contractor is responsible for cleaning and removing from the job site; all debris, materials, and equipment associated with the work performed and County property is restored to the same condition prior to start of the job. Such disturbances may include, but are not limited to: loose dirt, dislocated gravel; removed vegetation; footprints; old asphalt/concrete; etc. Documentation will be performed through an audit and feedback system of contract administration. If an inspection reveals that the Contractor failed to clean up after work has been performed, the County will notify the Contractor of the discrepancy and the Contractor will have twenty-four (24) hours to make the needed correction. Should the Contractor fail to correct noted issues, the County reserves the right to make other arrangements to have the area cleaned and the cost of such work shall be offset from any monies due the Contractor.
- 5.3 The Contractor shall perform all services in such a manner that does not damage County property. In the event damage occurs to Maricopa County property, or any adjacent property due to any services performed under this contract, the Contractor shall notify the County representative immediately of damages and replace or repair the same at no cost to the County. If damage caused by the Contractor has to be repaired or replaced by the County, and the cost of such work shall be deducted from the monies due the Contractor.
- 5.4 Contractor's bidding on this solicitation may visit the sites to determine conditions that would affect prices and work performance. As some sites do have internal restrictions, a site visit may be scheduled if necessary. See GIS link for site directions: <https://gisportal.maricopa.gov/FMD/Facility/Index.html>
- 5.5 Contractors must have a facility sufficient to support the work contemplated by this contract within 50 miles of 401 W Jefferson St, Phoenix AZ 85003.
- 5.6 The County will inspect vendor facilities prior to award and reserves the right to make award based on the condition and quality of vendor facilities and equipment.
- 5.7 The Contractor agrees to utilize only experienced, responsible, and capable people in the performance of the work.
- 5.8 All vehicles used by Contractor shall be clearly identified with the name of the company on each side of the equipment, including personnel transportation vehicles. The letters shall be of such size that they are distinguishable from a reasonable distance.
- 5.9 All employees of the Contractor shall wear a company uniform identified with the company name consisting of a minimum of one of the following:
  - Shirt/blouse
  - Vest
  - Cap
- 5.10 Only authorized employees of the Contractor are allowed on the premises of Maricopa County. Contractor's employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor.

5.11 All work must comply with EPA, 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 jobsite. 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.

6.0 BUILDING ACCESS:

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

7.0 WARRANTY:

7.1 Service and/or Repair Warranty:

The Warranty shall cover all parts and labor for a period of ninety (90) days from formal acceptance by the County. Any manufacturer warranty beyond ninety (90) days shall be passed on to the County.

7.2 Project and/or New Installation Warranty:

The Warranty shall cover all parts and labor for a period of one (1) year from formal acceptance by the County. Any manufacturer warranty beyond one (1) year shall be passed on to the County.

8.0 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% reduction of the cost.

9.0 SALVAGE:

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

10.0 DELIVERY:

- 10.1 Delivery shall be made to the County no later than 3:00 PM on the seventh (7<sup>th</sup>) calendar day after order is received.
- 10.2 Exceptions to delivery schedule will be special order items that must be identified to the County.
- 10.3 Maricopa County reserves the right to obtain material on the open market in the event vendors fail to make delivery and charge any price differential to the vendor.
- 10.4 Delivery will be made to the following address:

FACILITIES MANAGEMENT DIVISION (FMD) WAREHOUSE  
2401 S. 28<sup>th</sup> Dr.  
Phoenix, AZ 85009

Warehouse Manager: 602-506-1935  
Warehouse Specialist: 602-506-1943  
Receiving hours: 7:00 AM – 3:00 PM

11.0 FACILITIES MANAGEMENT INVOICES AND PAYMENTS:

- 11.1 Payment terms shall be calculated based on the date a properly completed invoice is received by the County.
- 11.2 Contractors shall provide the County with invoices no later than fourteen (14) days after all services and delivery of goods are complete and accepted by the County rendered final.
- 11.3 Invoices should contain all of the following information at a minimum:
  - Company name, address and contact information
  - County bill-to name and contact/requestor information
  - Building name and building number
  - County purchase order number
  - Contract or BidSync agreement number
  - Maximo (Facilities Management) work order number
  - Invoice number and date
  - Date of service or delivery (for Project work: use “Completion date”)
  - Description of services performed
  - Line item description of parts and materials (Time and Materials work)
  - Line item labor breakdown: arrival and completion time, rate per hour x no. of hours by personnel type (Time & Materials work)
  - Total amount due with tax amounts separated (Time and Materials work).  
\*On a separate line, clearly indicate the tax rate being applied
  - Payment Terms as stated in the agreement

- 11.4 Questions regarding billing or invoicing shall be directed to the email address below.
- 11.5 Invoices shall be e-mailed to: FMD-ACCOUNTSPAYABLE@MAIL.MARICOPA.GOV
- 11.6 If invoices cannot be e-mailed, send by mail to:

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

- 11.7 Payment shall be made to the Contractor by the Accounts Payable/Finance department through an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Contractor Registration Form located on the County Department of Finance Contractor Registration Web Site. <http://www.maricopa.gov/Finance/Vendors.aspx>
- 11.8 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

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

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
IRONTREE CONSTRUCTION, INC.**

**EXHIBIT B**  
Scope of Work

**PROJECT**

The contractor will provide plumbing services on an as-needed basis as described in the Maricopa County Contract No. 190180-S. Services may include but are not limited to repairs, replacement or alterations to water, gas, sewer lines, storm drains, and associated appliances for city-wide projects.

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
IRONTREE CONSTRUCTION, INC.**

**EXHIBIT C**

**METHOD AND AMOUNT OF COMPENSATION**

The method and amount of compensation are in accordance with Section 3 of this Agreement.

**NOT TO EXCEED AMOUNT**

The total amount of compensation paid to Contractor for full completion of all work required by the Project must not exceed \$500,000 annually or \$1,000,000 for the entire term of the Agreement.

**DETAILED PROJECT COMPENSATION**

The city shall pay contractor compensation in accordance with the rates as set forth in the Maricopa County Contract No. 190180-S for Plumbing Services.