

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

This Linking Agreement (“Agreement”) is entered into as of this _____ day of _____, 2024, between the City of Glendale, an Arizona municipal corporation (“City”), and Irontree Construction, Inc., an Arizona Corporation, authorized to do business in Arizona (“Contractor”), collectively, the “Parties.”

RECITALS

- A. On March 1, 2024, a member of the S.A.V.E Cooperative Purchasing Agreement, entered into a contract with Contractor to purchase the goods and services described in the Plumbing Services, Contract No. 240100-S (“Cooperative Agreement”), which is attached hereto as **Exhibit A**. The Cooperative Agreement allows its cooperative use by other governmental agencies, including the City.
- 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 wishes to contract with Contractor for supplies or services identical to those being provided to other units of government under the Cooperative Agreement. Contractor consents to the City’s cooperative use of the terms and conditions of the Cooperative Agreement, and agrees to provide the supplies and services set forth in the Statement of Work appended hereto as **Exhibit B**.

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.

- A. As provided in the Cooperative Agreement, purchases can be made by governmental entities from the date of award, which was **March 1, 2024**, until the date the contract terminates on **February 28, 2026**, unless the term is extended by mutual agreement of the parties to the Cooperative Agreement. The Cooperative Agreement, however, may not be extended beyond **February 28, 2029**. The initial period of this Agreement is the period from the Effective Date of this Agreement until **February 28, 2026**.
- B. The City may extend the term of this Agreement for a maximum of **3 years** if the Cooperative Agreement is likewise extended and the City gives the Contractor notice that it is exercising its option to extend this Agreement 30 days prior to the anniversary of the

Effective Date. Glendale extensions are not automatic and shall only occur if the City affirmatively exercises its right to extend this Agreement.

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 Two hundred thousand dollars (\$200,000) annually or one million dollars (\$1,000,000) for the entire term of the Agreement (initial term plus any extensions).

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. Uyghur Forced Labor Prevention Act (UFLPA). Contractor certifies that it does not currently, and during the term of this Agreement, will not use:

- a. the forced labor of ethnic Uyghurs in the People's Republic of China;
- b. any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and
- c. any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

10. 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.
11. 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 Mark Hannasch
6210 W. Myrtle Ave, Suite 111
Glendale, AZ 85301

and

Irontree Construction, Inc.
4723 E. Ingram Street Ste 101
Mesa, AZ 85205

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
IRON TREE CONSTRUCTION, INC.**

**EXHIBIT A
(MARICOPA COUNTY CONTRACT NO. 240100-S PLUMBING SERVICES)**

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

**EXHIBIT B
Scope of Work**

The contractor will provide plumbing services on an as-needed basis as described in the Maricopa County Contract No. 24100-S. Services may include but are not limited to repairs, replacement or alteration to water, gas, sewer lines, storm drains, and associated appliances for city-wide projects.



Maricopa County
Office of Procurement Services

www.maricopa.gov

Chief Procurement Officer
301 W. Jefferson St. Suite 700
Phoenix, AZ 85003
Phone: (602) 506-3967
Fax: (602) 506-6766

February 28, 2024

RE: PLUMBING SERVICES, 240100-S

We are pleased to notify you Maricopa County has awarded your firm a contract to supply services and/or commodities per the subject contract with an effective date of **March 01, 2024** through **February 28, 2026**.

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

If you have any questions regarding the **240100-S** contract, please contact **Robert Namor** at **602-506-8707**.

Sincerely,

A handwritten signature in black ink that reads "Robert Namor". The signature is written in a cursive, flowing style.

Robert Namor, Procurement Officer
Office of Procurement Services

RN/mm
Attach.

cc: Office of Procurement Services
Re: **Serial 240100-S**

SERIAL 240100-S PLUMBING SERVICES

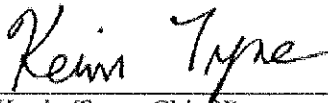
DATE OF LAST REVISION: February 28, 2024 CONTRACT END DATE: February 28, 2026

CONTRACT PERIOD THROUGH FEBRUARY 28, 2026

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 28, 2024 (Eff. 03/01/2024)**.

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

RN/mm
Attach

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

(Please remove Serial 190180-S from your contract notebooks)

DMS COMPANIES, INC. DBA HERNANDEZ COMPANIES, 3734 E ANNE STREET, PHOENIX, AZ 85040

COMPANY NAME:	DMS Companies Inc.
DOING BUSINESS AS (dba):	Hernandez Companies
MAILING ADDRESS:	3734 E Anne St
REMIT TO ADDRESS:	Phoenix, AZ 85040
TELEPHONE NUMBER:	602-438-7825
FAX NUMBER:	602-438-6558
WWW ADDRESS:	www.dmscompaniesinc.com
REPRESENTATIVE NAME:	Bret E Stephen
REPRESENTATIVE TELEPHONE NUMBER:	253-314-9393
REPRESENTATIVE EMAIL ADDRESS	bstephen@dmscompaniesinc.com

	YES	NO	REBATE
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"/>	

NET 30 DAYS

2nd Call

1.0 Time and Materials Labor				
Title	Regular Hours Hourly Rate	Unit of Measure	After Hours Hourly Rate	UoM
*Plumber Regular - 1 Hour Minimum	\$97.50	HR	\$137.50	HR
*Plumber Helper - 1 Hour Minimum	\$79.00	HR	\$109.50	HR
*Camera Service (w/operator)	\$225.00	HR	\$275.00	HR
*Leak Detection Service (w/operator)	\$210.00	HR	\$250.00	HR
*Quarterly hour increment rate is derived by hourly rate/4				

2.0 Time and Materials Parts		
Title	Percentage On Parts	TYPE
Material Costs	20%	Cost Plus

3.0 Service Work		
Title	Fee per Service (2 hr. Minimum)	After Hours Fee per Service
**Electric/Mechanical Cable Rooter Service	\$175.00	\$215.00
**Hydro Jet Rooter services LESS than 4"	\$265.00	\$335.00
**Hydro Jet Rooter services GREATER than 4"	\$290.00	\$365.00
**Quarterly hour increment rate is derived by hourly rate/8		

DMS COMPANIES, INC. DBA HERNANDEZ COMPANIES

4.0 Required Equipment and Tools		
Title	Hourly Rate	Owned (Yes or No)
Backhoe w/ operator (4-hour minimum, 4,000lb mach.)	\$155.00	No
Jack hammer	\$18.25	Yes
Concrete cutter	\$14.50	Yes
Trench compactor	\$18.75	Yes
Scissor Lift 26 Feet.	\$41.50	Yes
Roto Hammer	\$9.75	Yes
Pipe Threading Machine	\$17.00	Yes

PRICING SHEET: NIGP CODE 91060

Terms: NET 30 DAYS

Vendor Number VS0000006317

Certificates of Insurance Required

Contract Period: To cover the period ending **February 28, 2026.**

ATTACHMENT B: AGREEMENT PAGE

Respondent hereby certifies that respondent has read, understands, and agrees that acceptance by Maricopa County of the respondent's offer will create a binding contract. Respondent agrees to fully comply with all terms and conditions as set forth in the Maricopa County Procurement Code, and amendments thereto, together with the specifications and other documentary forms herewith made a part of this specific agreement.

BY SIGNING THIS PAGE, THE SUBMITTING RESPONDENT CERTIFIES THAT RESPONDENT HAS REVIEWED MARICOPA COUNTY'S "STANDARD TERMS AND CONDITIONS," A COPY OF WHICH CAN BE FOUND AT <https://www.maricopa.gov/DocumentCenter/View/6453>.

DMS Companies, Inc, dba Hernandez Companies

87-1806141

048402724

RESPONDENT (FIRM) SUBMITTING PROPOSAL

FEDERAL TAX ID #

DUNS #

Bret E Stephen, VP operations

PRINTED NAME AND TITLE

AUTHORIZED SIGNATURE

3734 E Anne Street

ADDRESS

602-438-7825
TELEPHONE #

602-438-6558
FAX #

Phoenix AZ 85040
CITY STATE ZIP

January 22, 2024
DATE

www.dmscompaniesinc.com
WEBSITE URL

bstephen@dmscompaniesinc.com
EMAIL

MARICOPA COUNTY, ARIZONA

BY: 
CHAIRMAN, BOARD OF SUPERVISORS

FEB 28 2024
DATE

ATTESTED:


CLERK OF THE BOARD

FEB 28 2024
DATE

APPROVED AS TO FORM:


DEPUTY COUNTY ATTORNEY

02/05/2024
DATE

IRONTREE CONSTRUCTION, INC., 4723 E INGRAM ST 101, MESA, AZ 85205

COMPANY NAME:	Irontree Construction, Inc.
DOING BUSINESS AS (dba):	
MAILING ADDRESS:	4723 E Ingram Street Ste 101
REMIT TO ADDRESS:	
TELEPHONE NUMBER:	480-969-9966
FAX NUMBER:	480-969-4455
WWW ADDRESS:	IrontreeAZ.com
REPRESENTATIVE NAME:	Gregory L Williams, Nicole McVay Court Wood, Christian Encinas
REPRESENTATIVE TELEPHONE NUMBER:	480-969-9966 (office) 602-763-7169 (Court) 480-245-3659 (Christian)
REPRESENTATIVE EMAIL ADDRESS	greg@irontreeaz.com; nicole@irontreeaz.com Court@irontreeaz.com; Christian@irontreeaz.com.

	YES	NO	REBATE
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"/>	

NET 30 DAYS

1st Call

1.0 Time and Materials Labor				
Title	Regular Hours Hourly Rate	Unit of Measure	After Hours Hourly Rate	UoM
*Plumber Regular - 1 Hour Minimum	84	HR	126	HR
*Plumber Helper - 1 Hour Minimum	44	HR	66	HR
*Camera Service (w/operator) (Forbest Portable Sewer Camera)	148	HR	192	HR
*Leak Detection Service (w/operator)	158	HR	200	HR
*Quarterly hour increment rate is derived by hourly rate/4				

2.0 Time and Materials Parts		
Title	Percentage On Parts	TYPE
Material Costs	25%	Cost Plus

3.0 Service Work		
Title	Fee per Service (2 hr. Minimum)	After Hours Fee per Service
**Electric/Mechanical Cable Rooter Service	176	272
**Hydro Jet Rooter services LESS than 4"	276	416
**Hydro Jet Rooter services GREATER than 4"	336	512
**Quarterly hour increment rate is derived by hourly rate/8		

IRONTREE CONSTRUCTION, INC.

4.0 Required Equipment and Tools		
Title	Hourly Rate	Owned (Yes or No)
Backhoe w/ operator (CAT 304 E2 Excavator)	190	Yes
Jack hammer (Electric without operator)	95	Yes
Concrete cutter (Gas powered hand saw without operator)	140	Yes
Propress or MegaPress Tool (without operator)	115	Yes
Locating Wand (without operator)	115	Yes
Pipe Freeze (without operator)	290	Yes
Midi Miller (without operator)	240	Yes
Maxi Miller (without operator)	300	Yes
Envirosight Camera (without operator)	215	Yes
Pan and Tilt Camera (without operator)	245	Yes
Crawler Camera (without operator)	315	Yes
Raptor Cutter & Miller (without operator)	295	Yes
Manlift/Aerial Work Platform (4 Hr Minimum) (w/out operator)	50	Yes
Vermeer Vacuum Trailer (3 Hr Minimum) (w/out operator)	335	Yes
CAT 259D or 262C Loader (4 Hr Minimum) (w/out operator)	220	Yes
500 Gallon Water Wagon (3 Hr Min.) (without operator)	120	Yes
Multiquip Jumping Jack Compactor (3 Hr Min.) (w/out operator)	80	Yes
Trench Shoring Equipment (without operator)	80	No
Title	Hourly Rate	Owned (Yes or No)
Generator 6.0kw - Portable (2 Hr Minimum) (w/out operator)	155	Yes
Ridgid 300 Power Drive (Thread and Groove) (w/out operator)	110	Yes
Portable Air Compressor (without operator)	145	Yes
Trash or Sump Pump (4 Hr Minimum) (w/out operator)	45	Yes
HydroVac Industrial Vacuum (w/out operator)	20	Yes
Step Ladder (without operator)	16	Yes
Extension Ladder (without operator)	18	Yes
Stihl 14" Gas Cutoff Saw (without operator)	120	Yes
Pallet Jack (without operator)	25	Yes
Big Wheel Cart / Wheelbarrow (without operator)	18	Yes

PRICING SHEET: NIGP CODE 91060

Terms: NET 30 DAYS

Vendor Number VC0000009276

Certificates of Insurance Required

Contract Period: To cover the period ending **February 28, 2026.**

ATTACHMENT B: AGREEMENT PAGE

Respondent hereby certifies that respondent has read, understands, and agrees that acceptance by Maricopa County of the respondent's offer will create a binding contract. Respondent agrees to fully comply with all terms and conditions as set forth in the Maricopa County Procurement Code, and amendments thereto, together with the specifications and other documentary forms herewith made a part of this specific agreement.

BY SIGNING THIS PAGE, THE SUBMITTING RESPONDENT CERTIFIES THAT RESPONDENT HAS REVIEWED MARICOPA COUNTY'S "STANDARD TERMS AND CONDITIONS," A COPY OF WHICH CAN BE FOUND AT <https://www.maricopa.gov/DocumentCenter/View/6453>.

Irontree Construction, Inc.

92-0077711

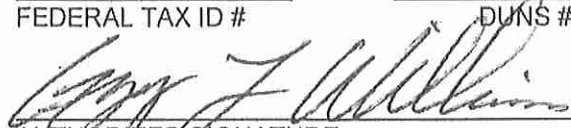
09-803-8870

RESPONDENT (FIRM) SUBMITTING PROPOSAL

FEDERAL TAX ID #

DUNS #

Gregory L Williams President



PRINTED NAME AND TITLE

AUTHORIZED SIGNATURE

4723 E Ingram Street Ste 101

480-969-9966

480-969-4455

ADDRESS

TELEPHONE #

FAX #

Mesa AZ 85205

January 23, 2024

CITY STATE ZIP

DATE

<https://www.irontreeaz.com>

greg@irontreeaz.com

WEBSITE URL

EMAIL

MARICOPA COUNTY, ARIZONA

BY: 
CHAIRMAN, BOARD OF SUPERVISORS

FEB 28 2024
DATE

ATTESTED:


CLERK OF THE BOARD

FEB 28 2024
DATE

APPROVED AS TO FORM:


DEPUTY COUNTY ATTORNEY

02/05/2024
DATE

PLUMBING SERVICES

1.0 INTENT

- 1.1 Maricopa County (County) is seeking one or more qualified contractors to provide plumbing repairs and gas fitting repairs, installations, maintenance, and remodeling for County owned facilities on an as-needed basis. Contractor shall provide all parts, labor, materials, equipment, tools, and transportation required to perform these services.
- 1.2 The County may inspect vendor facilities prior to award and reserves the right to make award based on the condition and quality of vendor facilities and equipment.
- 1.3 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 contract administration or payments for services requested by other County agencies
- 1.4 Other governmental entities under agreement with the County may have access to services provided hereunder (see also Sections 3.17 and 3.18 below).
- 1.5 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.
- 1.6 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 Contractor shall be responsible for plumbing services, including, but not limited to repairs, replacement or alternations to water lines, gas lines, sewer lines, storm drains, water heaters, water conditioning equipment, water appliances, compressed air and vacuum systems, domestic backflow prevention devises, plumbing appliances, and all fixtures, vents, and devices common to the plumbing industry.
 - 2.1.1 Work shall be scheduled by the contractor with FMD staff (or other using department staff) to ensure service operations do not interfere with normal building operations.
 - 2.1.2 In the event the work performance of the contractor is unsatisfactory, the contractor will be notified by the County and be given 24 hours to correct the work. Labor for all re-work will be at no cost to the County. Should the contractor fail to correct the work to the County's satisfaction, the County reserves the right to make other arrangements to have the work completed, 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 billed to the contractor.
- 2.2 SERVICE WORK
 - 2.2.1 Mechanical Clearing of Plumbing Lines (Rooter Service)
 - 2.2.1.1 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 hours. Length of rooter service run shall be infinite without additional charges. The purpose of this service shall be for clearing blockages in sanitary sewer/plumbing lines.

- 2.2.1.2 All service work shall be performed in accordance with industry standards and manufacturer recommendations.
 - 2.2.1.3 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.
- 2.2.2 Three Types of Mechanical Clearing to be made available to the County
- 2.2.2.1 Hand Held Auger

This mechanical service shall be included in the hourly labor bid price and NOT charged as a separate rooter service call. The contractor shall identify this work on the invoice as "auger blockage".
 - 2.2.2.2 Electric/Mechanical Rooter Service
 - 2.2.2.2.1 Electric/mechanical machine usage shall be a flat rate, PER CALL, with a two 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.
 - 2.2.2.2.2 If the plugged line happens to be caused from two or more different locations within the same building, the contractor shall consider this the same service and only **one** cable rooter service charge will be applied. If a rooter service charge for the electric/mechanical machine is imposed to the County, the plumbing labor rate shall NOT be an additional charge. After two hours of unsuccessful attempts to clear the blockage, the contractor must notify County staff and a determination shall be made as to what alternatives can be used. If additional time is approved, the County will be billed for additional labor in 15 minute increments. Should this be the case, the contractor shall bill the County for the one rooter service charge plus each 15-minute increment only. The contractor shall identify this type of call on the invoice as "cable blockage".
 - 2.2.2.3 Hydro Jet Rooter Service
 - 2.2.2.3.1 Hydro jet root service shall be flat rate, PER CALL, with a two-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.
 - 2.2.2.3.2 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 rooter service based on availability. If the plugged line happens to be caused from two or more different locations within the same building, the contractor shall consider this one service and only one hydro jet rooter service charge applied. After two 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 15-

minute increments. Should this be the case, the contractor shall bill the County for the one roter service charge plus each 15-minute increment only. The contractor shall identify this type of call on the invoice as "hydro jet - clear line".

2.2.3 Charge For Use Of Electric/Mechanical And Hydro Jet Machines For Same Job

If electric/mechanical roter service is used and is determined unsuccessful, same call, same day, same site as explained above, and the contractor plumber AND the County staff agrees to utilize the hydro jet, two charges are allowed on the invoice with the name of the County employee who authorized the services.

2.2.4 Leak Detection and Camera Services

These services shall be priced per hour, with operator.

2.3 Additional services the County may request include but are not limited to:

2.3.1 Repair and replace water and sanitary sewer piping (i.e., PVC, chlorinated polyvinyl chloride (CPVC), galvanized pipe, copper tubing, and stainless-steel piping), unclog sewer lines.

2.3.2 Repair and replace gas lines, including excavation if required (backhoe services).

2.3.3 Replacement and modification of storm sewer, sanitary sewer, domestic water, deionized water and reverse osmosis (R.O.) water systems.

2.3.4 Welding for pipefitting: Pipefitter must be certified to comply with American Society of Mechanical Engineers (ASME) Boiler Pressure Vessel Code.

2.3.4.1 Remove and/or install faucets, steam traps, shower diverters, tub shoes, shower bases, sink and tub drains, soldered copper pipe, cut and thread piping, remove and/or install soldered, threaded, Viega ProPress systems, remove and/or reinstall plastic PVC piping and fittings on an as needed basis, including emergency work and repairs. All plumbing work to comply with current Uniform Plumbing Code (UPC).

2.3.5 Repair of water distribution main, up to 12 inches in size of C-900 PVC, ductile iron pipe and mechanical joint fittings.

2.3.6 The contractor(s) shall also provide electric and gas water heater installation, repair and/or replacement.

2.3.7 The contractor(s) shall have a variety of solutions and ready access to the parts and materials for each subproject installation or repair.

2.3.8 The contractor(s) is responsible for providing all plumbing equipment and materials necessary to complete the work unless specifically excluded in the specific project scope.

2.3.9 Contractor(s) may be required to work in confined spaces. Proper safety and personnel protective equipment shall be utilized.

2.4 DETENTION FACILITIES SERVICES REQUIREMENTS

2.4.1 Contractors may be required to provide services to detention facilities. Contractors should be aware to use caution when servicing a detention facility:

- 2.4.1.1 Contractor's service vehicle shall be secured and locked whenever a technician is not in a vehicle or accessing materials, tools, and or equipment from a vehicle.
- 2.4.1.2 Contractor's technicians must, at all times, monitor and account for any and all tools taken into a detention facility.
- 2.4.1.3 Contractor may be required to provide services in detention facilities in stages rather than in whole due to the nature of the facility. Contractor shall take this into consideration when preparing a quote for detention facility services.

2.5 WORK OUTSIDE THE SCOPE

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 2.14 - Allowable Pass-through Costs With Mark-Up Under Time And Materials Work. Work outside the scope includes, but is not limited to, moving above ground objects such as fences and repairs to interior structures after work.

2.6 PERFORMANCE REQUIREMENTS

- 2.6.1 Contractor must meet all Federal Environmental Protection Agency (EPA) and Occupational Safety and Health Administration (OSHA) guidelines, and contractors failing to meet these guidelines may be subject to contract termination.
- 2.6.2 All service work performed by contractor shall be to a professional standard, meeting all required city building codes, and susceptible to FMD staff inspection. Documentation, through an audit and feedback system of contract administration, shall be used by FMD for this contract.
- 2.6.3 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 County personnel pre-approval, for example, "extra technician pre-approved by [person's name]."
- 2.6.4 Contractor(s) shall not use any caustic cleaners, acids, descaling solutions, or other chemical agents to clean out any sewer line without prior written approval from County staff.
- 2.6.5 Contractor 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).
- 2.6.6 Contractor 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 otherwise pre-approved in writing by the County.
- 2.6.7 Contractor 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 of any unanticipated outage and if any equipment is mistakenly taken out of service.

2.7 REPLACEMENT OR OVERHAUL OF EQUIPMENT

- 2.7.1 Equipment that has reached obsolescence or that is in need of replacement or overhaul 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. If approved, existing equipment shall be replaced with new equipment, or, with County approval, shall be overhauled.
- 2.7.2 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.

2.8 CONTRACTOR QUALIFICATIONS

- 2.8.1 Contractor shall have all required licensing necessary to perform the scope of services specified herein, including, but not limited to, those required by the State of Arizona Registrar of Contractors for commercial plumbing. Proof of such shall be provided at time of bid and shall be maintained throughout the term of this contract.
- 2.8.2 Contractor must meet all Federal EPA and OSHA guidelines (if any) in the proper handling and disposal of special waste or contaminated materials generated by services rendered.
- 2.8.3 Required Experience
 - 2.8.3.1 Contractor shall be a Master Plumber 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.
 - 2.8.3.2 Contractor(s) must have been in the business of providing services herein for a minimum of five years, and completely familiar with the specified requirements and methods needed for proper performance of this contract. Proof of such must accompany the bid packet and will be inspected prior to award.
 - 2.8.3.3 Contractor(s) shall have experience and knowledge of plumbing repairs and installation for government entities, including high security facilities (i.e., detention centers, holding cells, and related law enforcement facilities). Contractor(s) shall provide with their bid a list of at least three current references, on Attachment C – References, for whom comparable work has been performed.
 - 2.8.3.4 Contractor shall employ a minimum of three Journeyman qualified local technical staff, unless otherwise negotiated with the County, who are capable of performing all work and to adequately service the County facilities. Contractor's technical staff have the following qualifications, and proof of such shall accompany the bid packet:
 - 2.8.3.4.1 Be thoroughly trained, with a minimum of three years' experience performing the work listed in the Scope of Services.

2.9 CONTRACTOR REQUIREMENTS

- 2.9.1 Contractor must maintain a minimum of three adequately stocked service vehicles. Contractor's service truck fleet and/or warehouse shall carry sufficient supply of repair parts and equipment to perform services per the scope of services

presented, including those needed for routine Heating, Ventilation, and Air Conditioning (HVAC) service and repairs, and hot water boiler service and repair. Proof of such must accompany the bid packet and truck fleet may be inspected prior to award.

2.9.2 Contractor shall have a local shop and/or warehouse that stocks parts to keep their trucks supplied daily. As part of the County's due diligence, these requirements may be verified by FMD via a formal inspection after bid submittals and prior to bid award.

2.9.3 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.

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

2.9.3.2 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 – Vehicle and Equipment Listing. Attachment F - Vehicle and Equipment Listing shall accompany the bid packet and shall be maintained throughout the contract.

2.9.3.2.1 Contractor(s) shall have, at a minimum, the following owned equipment:

2.9.3.2.1.1 Electric cable roter machines (for three inches – six inches lines up to one hundred fifty feet).

2.9.3.2.1.2 Hydro-jet machines capable of clearing up to a four inches diameter line.

2.9.3.2.1.3 Hydro-jet machines capable of clearing greater than four inches diameter line.

2.9.3.2.1.4 pipe threading machines.

2.9.3.2.1.5 Camera unit.

2.9.3.2.1.6 Leak detection machine.

2.9.4 Contractor shall provide pricing for owned or rented special tools and equipment that may be necessary, above and beyond the tools of the trade necessary for the performance of this contract, on Attachment D – Pricing Sheet.

2.9.4.1 "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.

- 2.9.4.2 "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/rented to be used when needed for a specific project/job.
- 2.9.5 Contractor shall be responsible for obtaining and transporting equipment to and from the job site. In this regard, the contractor shall:
 - 2.9.5.1 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.
 - 2.9.5.2 Arrange for lease or rental of any special tools and equipment needed to perform the work.
 - 2.9.5.2.1 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, on Attachment D – Pricing Sheet, as a part of their proposal to perform the work.
 - 2.9.5.2.2 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 bid on Attachment D – Pricing Sheet may not, under any circumstances, be separately or directly billed to County under this contract, unless prior approval, in writing, has been provided by the County.
 - 2.9.5.3 Ensure that all vehicles, tools, and equipment used in performing the scope of services herein 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 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.
- 2.9.6 Contractor shall perform the work in such a way as to minimize disruption to the normal operation of the County site and building occupants.
- 2.9.7 Upon completion of work, 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.
 - 2.9.7.1 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.

- 2.9.8 Contractor shall perform all services in such a manner that County property is not damaged.
- 2.9.8.1 In the event damage occurs to 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.
- 2.9.8.2 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.
- 2.9.9 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 the County.
- 2.9.10 Contractor must have a business facility within 50 miles of 401 W. Jefferson Street, Phoenix, Arizona 85003.
- 2.9.11 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.
- 2.9.12 Contractors bidding on this solicitation may request a site visit to determine conditions that would affect prices and work performance. Contractors shall schedule requested site visits by contacting the procurement officer listed in this solicitation.
- 2.9.13 To avoid the potential transmission of COVID-19 in any County-owned or -leased facilities, prior to entering, or when on any the County facility, property, building, or structure, all contractors, their employees, and subcontractors may be required to wear a face mask/face covering. Attendees who do not adhere to County requirements may be prohibited from visiting County site(s) and/or from entering County facilities, properties, buildings, or structures. The County is not responsible for providing face masks or face coverings.
- 2.9.14 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.
- 2.9.15 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

- 2.9.16 Only authorized employees of the contractor are allowed on the 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.
- 2.9.17 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 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.
- 2.9.18 County may conduct audits and performance reviews throughout the term of a contract to ensure contract compliance by the contractor.

2.10 HOURS OF SERVICE

- 2.10.1 Contractor may be required to 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.
- 2.10.2 Services shall be available 24/7, 365 days per year.
- 2.10.3 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.
- 2.10.4 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.
- 2.10.5 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.
 - 2.10.5.1 Regular hours are between the hours of 6:00 a.m. and 6:00 p.m., MST, Monday through Friday, excluding County holidays.
 - 2.10.5.2 After hours are between the hours of 6:00 p.m. and prior to 6:00 a.m., MST, Monday through Friday.
 - 2.10.5.3 Weekends are anytime on a Saturday or a Sunday.
 - 2.10.5.4 Holidays are County holidays.
 - 2.10.5.5 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.
 - 2.10.5.6 Due to the nature of work in public buildings, FMD will dictate during what service hours the contractor shall provide services.

2.11 BUILDING ACCESS

- 2.11.1 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:

- 2.11.1.1 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
 - 2.11.1.2 permanent keys may be provided to contractor employees on a case-by-case basis; or
 - 2.11.1.3 badges or access cards may be provided to contractor employees for access to the job site.
 - 2.11.2 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.
 - 2.11.3 The contractor shall notify the County within 24 hours of discovery that any keys, badges, or access cards are lost, misplaced, stolen, or otherwise not within the contractor's control.
 - 2.11.4 Once this agreement is complete, expired, or terminated, the contractor shall immediately return all keys, badges, or access cards to the County.
 - 2.11.5 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.
- 2.12 TIME AND MATERIALS WORK, PROJECT WORK
- 2.12.1 All work will be completed as Time & Material (T&M) work and/or project work. T&M and project work thresholds will apply as outlined in the scope of this contract. If the contract is awarded to a single vendor, all work with estimated costs of \$10,000 or more may be performed as T&M work, or at the County's option, may be performed as project work if doing so is more advantageous to the County.
 - 2.12.2 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 Attachment D – Pricing Sheet.
 - 2.12.3 Contractor is responsible for confirming the appropriate billing method with the FMD project manager (or other using department) prior to start of work.
 - 2.12.4 A request for a price estimate does not imply that work may be billed as a project.
 - 2.12.5 Time and Materials Work
 - 2.12.5.1 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.
 - 2.12.5.2 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.
 - 2.12.5.3 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.

- 2.12.5.4 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.
- 2.12.5.5 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.
- 2.12.5.6 Contractor shall only bill County for actual hours worked. County shall not pay for contractor's travel or mobilization time, lunch breaks, traffic delays, etc. Additionally, contractor shall not bill County for time spent retrieving repair parts and equipment that contractor has failed to have on hand when performing anticipated services per the specifications herein, e.g., temporary filters for supply grilles.
- 2.12.5.7 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.
- 2.12.5.8 Contractor must have availability for 24/7 emergency T&M response.
- 2.12.5.9 T&M repairs may take place in response to emergency calls.

2.12.6 Project Work

- 2.12.6.1 Project work shall mean work, which, in the best interest of the County, would be more advantageous to be performed as "all inclusive," as opposed to T&M. 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.
- 2.12.6.2 Project work shall include, but not be limited to routine maintenance, drain clearing, renovations, repairs, back-flow inspections and commercial/industrial plumbing systems, to be performed by the Contractor on a time and material basis, unless otherwise directed by the County.
- 2.12.6.3 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.
- 2.12.6.4 Exceptions to the T&M/project work threshold shall be emergencies that arise and must be dealt with immediately without the time for project quotes.
- 2.12.6.5 County's project quote sheet will contain the following information:
 - 2.12.6.5.1 Contract serial number and name
 - 2.12.6.5.2 Name and address of site
 - 2.12.6.5.3 FMD site number
 - 2.12.6.5.4 Detailed scope of work

- 2.12.6.5.5 Other information relative to the scope of work
- 2.12.6.5.6 Project start/finish timeline (optional)
- 2.12.6.5.7 Check box for "will quote" or "will not quote" the project
- 2.12.6.5.8 Signature line for both the County and the contractor
- 2.12.6.6 After site review of the project, all contractors listed under this contract must submit the project quote sheet back to the requestor, either with acceptance and a firm price, or indication that contractor declines the project with a written reason as to why the project was declined. Contractors who have declined project work a minimum of three times during a six-month period shall be required to attend a meeting with the Office of Procurement Services and FMD to discuss consideration for default of contract, as this is indicative of the contractor's desire not to do business with the County.
- 2.12.6.7 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 by County using agency requesting the change[s]) 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.
- 2.12.6.8 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 (or County requesting agency) 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.
- 2.12.6.9 Dependent upon the complexity/nature of the project, a predetermined and/or pre-identified mandatory or optional site meeting may be held to ensure all contractors are aware of important issues regarding the project. Contractors who do not show-up to a mandatory site meeting and who submit a project quote will be considered "non-responsive".
- 2.12.6.10 Contractors will be compensated for additional work requested by the County that is not detailed in the scope of work in a project quote using the labor rates bid by the contractor on the pricing page only if such work has been pre-approved, in writing, by the County. Contractors may not be compensated for additional work performed that has not been pre-approved, in writing, by the County.
- 2.12.6.11 Upon project completion, contractor will provide County with a closeout package containing documents that County has identified 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.

2.13 TIME AND MATERIALS CONSUMABLES

Contractor 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 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.

2.14 ALLOWABLE PASS-THROUGH COSTS WITH MARK-UP UNDER TIME AND MATERIALS WORK

2.14.1 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:

2.14.1.1 Use of subcontractors: The use of labor by subcontractors performing any work not normally performed in the scope of providing plumbing repairs and gas fitting repairs, and that cannot be performed by the prime contractor (e.g., electrical, structural, and rigging, etc.) and that may require specialized licensing and/or certification.

2.14.1.1.1 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.

2.15 ALLOWABLE PASS-THROUGH COSTS WITH NO MARK-UP UNDER TIME AND MATERIALS WORK

2.15.1 Equipment and tool leases/rentals for unique County requirements: Pricing will be charged at the rate specified in the bidder response on Attachment D – Pricing Sheet (per project or T&M job) with no mark-up.

2.15.1.1 Contractors shall receive prior approval from the County, in writing, for tools or equipment rented or charged on a per use basis by contractors while conducting County business.

2.15.1.2 Operating costs for rented equipment, which include a condition that equipment only be operated by an employee of the rental company, are allowable at the operator rate designated by the rental company. Rental/Operating costs shall be paid by the contractor and invoiced to the County with no mark-up.

2.15.2 Permits: Any permits related to the performance of County work shall be obtained by the contractor. Permit costs shall be paid by the contractor and invoiced to the County with no mark-up.

2.15.3 Dump fees: Any dump fees incurred by the contractor related to work performed for the County shall be paid by the contractor and invoiced to the County with no mark-up.

2.16 TRIP CHARGE

2.16.1 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:

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

2.16.1.2 County offices located in Gila Bend, Arizona.

2.16.1.3 County offices located in Buckeye, Arizona.

2.16.1.4 County offices located in Aguila, Arizona.

2.16.2 Only one trip charge may be charged per service call.

2.16.3 If the contractor arrives onsite and is unable to locate a County representative familiar with the work or unable to gain access to the work site, the contractor may only bill for a trip charge. The contractor is not authorized to incur, nor will the County accept billing for any labor charges.

2.17 ASBESTOS AND HAZARDOUS CONDITIONS ABATEMENT

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

2.17.2 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.

2.18 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 will be authorized by the County.

2.19 CANCELLATION COST

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

2.19.2 If the contractor fails to show up as scheduled without contacting the County to reschedule the work, or cancels without providing 24 hour notice, the contractor may be subject to termination of this contract for default.

2.20 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 DELIVERY REQUIREMENTS

- 3.1.1 Delivery shall be F.O.B. Destination Freight Prepaid.
- 3.1.2 Delivery is desired as soon as possible. Details shall be as stipulated on the purchase order. It shall be the contractor's responsibility to meet the proposed delivery requirements.
- 3.1.3 Contractor shall notify the County representative listed on the order if the requested delivery date and/or the anticipated lead time cannot be met.
- 3.1.4 Failure to communicate to County changes in the order status may result in default proceedings.
- 3.1.5 Delivery shall be made to the County no later than 3:00 p.m. MST before the fifth calendar day after order is received unless prior arrangements have been made and approved, in writing, by the County.
- 3.1.6 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.
- 3.1.7 County reserves the right to obtain material on the open market in the event vendors fail to make delivery of materials and will charge any price differential to the vendor.
- 3.1.8 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, Arizona 85009

Warehouse Manager: 602-506-2501

Warehouse Specialist: 602-506-1935

3.2 SHIPPING TERMS

- 3.2.1 Bid price(s) and terms shall be F.O.B. Destination Freight Prepaid, by the most economical method, at the County's warehouse, unless a different location(s) has been stipulated on the purchase order, or as agreed upon, in writing, between the contractor and the County. All delivery locations are within the County.
- 3.2.2 Standard shipping of goods shall arrive within five business days of order placement.
- 3.2.3 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.
- 3.2.4 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, in writing, to the County as soon as costs are known.

- 3.2.5 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.
- 3.2.6 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.
- 3.2.7 Contractor is responsible for shipping and handling fees related to returned items when the items have been ordered by the contractor.

3.3 SHIPPING DOCUMENTS

A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

- 3.3.1 Contract serial number
- 3.3.2 Contractor's name and address
- 3.3.3 Department name and address
- 3.3.4 Department purchase order number
- 3.3.5 A description of product(s) shipped, including item number(s), quantity(ies), number of containers and package number(s), as applicable

3.4 OPERATING MANUALS

Upon delivery of services, contractor shall provide comprehensive instructional manuals, operational manuals, service manuals, and schematic diagrams, if required by the department.

3.5 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.

3.6 COUNTY INSPECTION OF SERVICES

- 3.6.1 County has the right to inspect and test all services called for by the contract, to the extent practicable, at all times and places during the term of the contract. County will perform inspections and tests in a manner that will not unduly delay the work of the contractor.
- 3.6.2 If any of the services do not conform to contract requirements, County may require the contractor to perform the services again so as to be in conformity with contract requirements, at no additional cost to the County. When the defects in services cannot be corrected by re-performance, County may:
 - 3.6.2.1 Require the contractor to take necessary action to ensure that future performance conforms to contract requirements; and
 - 3.6.2.2 Reduce the contract price to reflect the reduced value of the services performed.

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

3.6.3.1 By contract or otherwise, perform the services and charge to the contractor, through direct billing or through payment reduction, any cost incurred by County that is directly related to the performance of such service; and/or terminate the contract for default.

3.7 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.

3.8 WARRANTY

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

3.8.2 Service and/or Repair Warranty

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

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

3.8.2.3 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.

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

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

3.8.3 Project and/or New Installation Warranty

Project and/or new installation warranty shall cover all parts and labor for a period of one year from installation and formal acceptance by the County. Any manufacturer warranty beyond one year shall be passed on to the County.

3.9 FACILITIES

During the course of this contract, the County may provide the contractor and contractor's personnel adequate workspace for consultants and such other related facilities as may be required by contractor to carry out its obligation enumerated herein.

3.10 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.

3.11 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. The failure to pass these checks may deem the respondent non-responsible.

3.12 INVOICES AND PAYMENTS

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

3.12.2 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.

3.12.3 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)
- Maximo (FMD) service call number
- 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 (T&M work)
- Line item labor breakdown: arrival and completion time, rate per hour multiplied by number of hours by personnel type (T&M work)
- Extended price
- Expedited shipping cost (pre-approved by the County)
- Freight (if applicable)
- Total amount due with tax amounts separated (T&M work). (On a separate line, clearly indicate the tax rate being applied).

- 3.12.4 Time and material commodities must be billed as a separate line item on the invoice.
 - 3.12.5 Invoicing for project work must contain:
 - 3.12.5.1 Contract serial number
 - 3.12.5.2 Purchase order number (if used)
 - 3.12.5.3 Terms as bid
 - 3.12.5.4 Description of work performed.
 - 3.12.5.5 Location of job site and FMD site number
 - 3.12.5.6 Project cost as quoted.
 - 3.12.5.7 Applicable construction tax if required (65 percent of retail tax rate)
 - 3.12.5.8 Grand total
 - 3.12.5.9 The project quote sheet and all change orders shall be attached to the invoice.
 - 3.12.6 Invoicing that does not have all the required information as listed above, will be sent back for corrections, delaying payment to the contractor.
 - 3.12.7 Problems regarding billing or invoicing shall be directed to the department as listed on the purchase order.
 - 3.12.7.1 FMD questions regarding billing or invoicing should go to FMD accounts payable (FMD-AccountsPayable@mail.maricopa.gov).
 - 3.12.8 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>.
 - 3.12.9 Discounts offered in the contract shall be calculated based on the date a properly completed invoice is received by the County.
 - 3.12.10 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.
- 3.13 PRICES
- Contractor warrants that prices extended to County under this contract are no higher than those paid by any other customer for these or similar services.

3.14 APPLICABLE TAXES

- 3.14.1 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.
- 3.14.2 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.
- 3.14.3 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 a municipality 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).

3.15 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.

3.16 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.

3.17 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.

3.18 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 two years.

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 three additional years, (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 All prices shall be held firm for the initial term of the contract unless otherwise authorized in writing by the Office of Procurement Services.

4.4.2 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 of the contractor, a subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable 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.
- 4.6.9.4.4 Certificates of Insurance shall identify Maricopa County as the certificate holder as follows:

Maricopa County
c/o Risk Management
301 W Jefferson St, Suite 910
Phoenix, Arizona 85003

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 301 W. Jefferson, Suite 700, 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 include, but are not limited to acts of God/nature (including fire, flood, earthquake, storm, hurricane, or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, and interruption or failure of electricity or telecommunication service, and pandemic.

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 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

Maricopa County may use the Internet to communicate and to place orders under this contract. If Internet is required, contractor will be notified of such by FMD (or using department).

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 CANCELLATION OF 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

4.22.1 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.

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

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 MC1-372 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 a different time period was 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. (Arizona Executive Order 2009-09 can be viewed at 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.
 - 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 the 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.

4.35.1.1 An attempt to influence includes but is not limited to 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.

4.35.2 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.

4.35.3 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 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. 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.

4.42 FORCED LABOR

4.42.1 By submitting a bid for this solicitation and/or entering into a contract as a result of this solicitation, contractor agrees to comply with all applicable portions of Arizona Revised Statutes Section 35-394. Contracting; procurement; prohibition; written certification; remedy; termination; exception; definitions.

4.42.2 Contractor certifies that it does not currently, and agrees for the duration of the contract, that it will not use:

- 4.42.2.1 The forced labor of ethnic Uyghurs in the People's Republic of China.
- 4.42.2.2 Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
- 4.42.2.3 Any contractors, subcontractors or suppliers that use the forced labor or any good or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

4.42.3 If contractor becomes aware during the term of the agreement that contractor is not in compliance with this paragraph, the contractor shall notify the County within five business days after becoming aware of the noncompliance. If the contractor fails to provide a written certification to the County that the contractor has remedied the noncompliance within 180 days after notifying the County of its noncompliance, then the agreement terminates, except that if the agreement termination date occurs before the end the 180 day period, the agreement terminates on the agreement termination date.

4.43 ORDER OF PRECEDENCE

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

4.44 UNIQUE ENTITY IDENTIFIER (UEI) AND SYSTEM FOR AWARD MANAGEMENT REGISTRATION

All contractors that receive funding must have a UEI number through <https://sam.gov/content/entity-registration>. Contractor must also remain current with the System for Award Management www.sam.gov throughout the term of the contract.

4.45 RELIGIOUS ACTIVITIES

The contractor agrees that costs, planned or claimed, including costs incurred, shall not include any expense for any religious activity.

4.46 POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property, or services contributed by the County or the contractor under the agreement shall be used in the performance of this agreement for any partisan political activity, or to further the election or defeat of any candidate for public office.

4.47 EQUAL EMPLOYMENT OPPORTUNITY

4.47.1 The contractor shall not discriminate against any employee or applicant for employment because of race, age, disability, color, religion, sex, or national origin. The contractor shall take affirmative action to ensure applicants are employed and that employees are treated during employment without regard to their race, age, disability, color, religion, sex, or national origin. Such action shall include but is not limited to the following: employment, upgrading, demotion or transfer, recruitment, or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

4.47.2 Contractor shall comply with the following provisions:

- 4.47.2.1 Title VI and VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000a, et seq.);

- 4.47.2.2 The Rehabilitation Act of 1973, as amended (29 U.S.C. §§ 701, et seq.);
- 4.47.2.3 The Age Discrimination in Employment Act of 1967, as amended (29 U.S.C. §§ 621, et seq.);
- 4.47.2.4 The Americans With Disabilities Act of 1990 (42 U.S.C. §§ 12101, et seq.); and Arizona Executive Order 2009-09, as amended, et seq. which mandates that all persons shall have equal access to employment opportunities.
- 4.47.2.5 Contractor understands that the United States has the right to seek judicial enforcement of this assurance.

4.48 CERTIFICATION REGARDING LOBBYING

4.48.1 Contractor certifies, to the best of their knowledge and belief, that:

4.48.1.1 No federal appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency. This applies to a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant. Including the making of any federal, loan the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

4.48.2 If any funds other than federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

4.48.3 Contractor shall include Lobbying Certification language in the award documents for all subcontractors (including sub-grants, and contract under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

4.48.3.1 The Lobbying Certification is a material representation of fact upon which reliance was placed when this transaction is made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any successful proposer(s) who fail to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

4.49 CLEAN AIR ACT & CLEAN WATER ACT

Contractor must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368) Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

4.50 ENERGY POLICY AND CONSERVATION ACT

Contractor must adhere to the standards and policies relating to energy efficiency, which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat.871).

**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 Statement of Work must not exceed \$200,000 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 240100-S for Plumbing Services.