

SERIAL 16089-C FLOOR COVERING INSTALLATION AND REMOVAL SERVICES

DATE OF LAST REVISION: May 18, 2016

CONTRACT END DATE: May 31, 2019

CONTRACT PERIOD THROUGH MAY 31, 2019

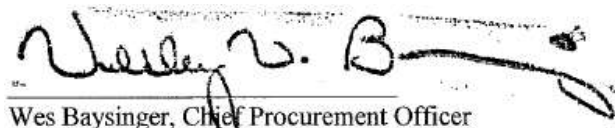
TO: All Departments

FROM: Office of Procurement Services

SUBJECT: Contract for **FLOOR COVERING INSTALLATION AND REMOVAL 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 **May 18, 2016. (Eff. 06/01/2016)**

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.


Wes Baysinger, Chief Procurement Officer
Office of Procurement Services

LA/jl
Attach

Copy to: Office of Procurement Services
Don Jeffery, FMD

(Please remove Serial 09101-C from your contract notebooks)

CONTINENTAL FLOORING COMPANY, 9319 N. 94TH WAY, SUITE 1000, SCOTTSDALE, AZ 85258

RESPONDENT NAME:	<u>Continental Flooring Company</u>
ADDRESS:	<u>9319 N. 94th Way, Suite 1000</u>
P.O. ADDRESS:	<u>Scottsdale, Arizona 85258</u>
TELEPHONE NUMBER:	<u>480.949.8509</u>
FACSIMILE NUMBER:	<u>480.945.2603</u>
WEB SITE:	<u>www.continentalflooring.com</u>
REPRESENTATIVE:	<u>Jim Semple</u>

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE SERVICES UNDER THIS CONTRACT:	X	[]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	X	[]	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:	[]	X	<u> %</u>

(Payment shall be made within 48 hours of utilizing the Purchasing Card)

[X] NET 30 DAYS

(2nd Call)

<u>ITEM DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>MANUFACTURER NAME</u>
Carpet Tile, 18 oz minimum, 5,000 min density		
Severe Traffic level		
1.0 Random Pattern	<u>\$ 23.25</u> /sq. yd installed	Shaw, Patcraft, Bigelow
1.1 Geometric Pattern	<u>\$ 23.95</u> /sq. yd installed	Aladdin, Philadelphia Mohawk, Mannington, Interface
Heavy Traffic level		
1.2 Random Pattern	<u>\$ 22.00</u> /sq. yd installed	Shaw, Patcraft, Bigelow
1.3 Geometric Pattern	<u>\$ 21.25</u> /sq. yd installed	Aladdin, Philadelphia Mohawk, Mannington, Interface
Moderate Traffic level		
1.4 Random Pattern	<u>\$ 19.85</u> /sq. yd installed	Shaw, Patcraft, Bigelow
1.5 Geometric Pattern	<u>\$ 19.25</u> /sq. yd installed	Aladdin, Philadelphia Mohawk, Mannington, Interface
Carpet Tile, 24 oz minimum, 5,000 min density		
Severe Traffic level		
1.6 Random Pattern	<u>\$ 26.95</u> /sq. yd installed	Shaw, Patcraft, Bigelow
1.7 Geometric Pattern	<u>\$ 26.00</u> /sq. yd installed	Aladdin, Philadelphia Mohawk, Mannington, Interface
Heavy Traffic level		
1.8 Random Pattern	<u>\$ 24.95</u> /sq. yd installed	Shaw, Patcraft, Bigelow
1.9 Geometric Pattern	<u>\$ 23.95</u> /sq. yd installed	Aladdin, Philadelphia Mohawk, Mannington, Interface

CONTINENTAL FLOORING COMPANY, 9319 N. 94TH WAY, SUITE 1000, SCOTTSDALE, AZ 85258

Moderate Traffic level

1.10 Random Pattern	\$ 23.25	/sq. yd installed	Shaw, Patcraft, Bigelow
1.11 Geometric Pattern	\$ 22.75	/sq. yd installed	Aladdin, Philadelphia Mohawk, Mannington, Interface

6 or 12 foot broadloom add
for moisture barrier backing
that passes British Spill Test

12 Foot

1.12 6.0 nylon, unitary backing, 5,000 min destinity, heathered Finish	\$ 12.75	/sq. yd installed	Shaw, Patcraft, Bigelow, Aladdin Philadelphia, Mohawk, Mannington, Interface
1.13 6.0 nylon, unitary backing, 5,000 min destinity, graphic loop	\$ 13.75	/sq. yd installed	Shaw, Patcraft, Bigelow, Aladdin Philadelphia, Mohawk, Mannington, Interface
1.14 6.6 cationic, unitary backing, 5,000 min density, mulicolor/graphic loop	\$ 21.50	/sq. yd installed	Shaw, Patcraft, Bigelow, Aladdin Philadelphia, Mohawk, Mannington, Interface
1.15 6.6 cationic, unitary backing, 5,000 min density pattern goods	\$ 18.75	/sq. yd installed	Shaw, Patcraft, Bigelow, Aladdin Philadelphia, Mohawk, Mannington, Interface
Other Flooring			
1.16 Entry way/walk off carpet tile	\$ 4.75	/per sf installed	Shaw, Bigelow, Mohawk, Philadelphia
1.17 VCT, 1/8" gauge 12x12 with product both through color and through pattern	\$ 1.38	/sq. FT installed	Armstrong, Mannington, Tarkett
1.18 Sheet Vinyl, inlaid standard colors 6ft goods	\$ 26.88	/per SY installed	Armstrong, Mannington, Shaw
1.19 Rubber cove base 1/8" gauge standard colors	\$ 1.40	/per LF installed	Flexco, Roppe, VPI
1.20 Cushion back Carpet Tile	\$ 32.00	/sq. yd installed	Mohawk, Shaw, Milliken

CONTINENTAL FLOORING COMPANY, 9319 N. 94TH WAY, SUITE 1000, SCOTTSDALE, AZ 85258**Removal of Existing Floor Covering, Furniture Moving, and Miscellaneous Charges**

1.21 Removal of existing carpet	\$ 1.50	/per sq. yd.	No Scrape
1.22 Recycling of removed carpet	\$ 1.00	/per sq. yd.	
1.23 Removal of VCT	\$ 0.50	/per sq. FT	
1.24 Removal of carpet glue down	\$ 2.95	/per sq. yd.	With Scrape
1.25 Removal of carpet stretch	\$ 2.00	/per sq. yd.	
1.26 Remove existing base	\$ 0.08	/per sq. FT	
1.27 Floor Preparation	\$ 0.25	/per sq. FT	
1.27.1 Light	\$ 3.00	/per sq. yd.	
1.27.2 Heavy	\$ 5.50	/per sq. yd.	
1.28 Move/lift standard furniture	\$ 2.45	/per sq. yd.	
1.29 Modular furniture lift	\$ 7.75	/per sq. yd.	
ADDED LINE ITEMS			
Floor Floating and Leveling	\$ 85.00	Per bag	
Floor Grinding	\$ 2.75	/per sq. ft.	
Luxury Vinyl Tile (LVT) Installed			
6 mil wear surface	\$ 2.75	/per sq. ft.	Shaw, Philadelphia, Armstrong, Mannington
12 mil wear surface	\$ 3.45	/per sq. ft.	Shaw, Philadelphia, Armstrong, Mannington
20 mil wear surface	\$ 4.00	/per sq. ft.	Shaw, Philadelphia, Armstrong, Mannington
30 mil wear surface	\$ 5.25	/per sq. ft.	Shaw, Philadelphia, Armstrong, Mannington
20 mil premium or higher Rubber Floor tile - smooth surface	\$ 5.75	/per sq. ft.	Shaw, Philadelphia, Armstrong, Mannington
Rubber Floor tile - textured surface	\$ 8.75	/per sq. ft.	Flexco, Roppe, Armstrong, Johnsonite
Rubber stair treads- light duty	\$ 10.95	/per sq. ft.	Flexco, Roppe, Armstrong, Johnsonite
Rubber stair treads- heavy duty	\$ 17.75	/per LF	Flexco, Roppe, Armstrong, Johnsonite
	\$ 22.75	/per LF	Flexco, Roppe, Armstrong, Johnsonite

NIGP CODE 36056

Terms: NET 30

Vendor Number: W000001293 X

Certificates of Insurance Required

Contract Period: To cover the period ending **May 31, 2019**

DIAMOND RIDGE DEVELOPMENT, 6098 N. 57TH AVE., GLENDALE, AZ 85301

RESPONDENT NAME:	<u>Diamond Ridge Development</u>
ADDRESS:	<u>6098 N. 57th Ave., Glendale, AZ 85301</u>
P.O. ADDRESS:	<u>P.O. Box 2662 Peoria, AZ 85380</u>
TELEPHONE NUMBER:	<u>623-412-8809</u>
FACSIMILE NUMBER:	<u>623-412-8328</u>
WEB SITE:	<u>jgreen@diamonddridge.biz</u>
REPRESENTATIVE:	<u>Jeff Green</u>

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE SERVICES UNDER THIS CONTRACT:	X	[]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	X	[]	Add 3.5%
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:	[]	X	<u>%</u>

(Payment shall be made within 48 hours of utilizing the Purchasing Card)

☒ NET 30 DAYS

(3rd Call)

<u>ITEM DESCRIPTION</u>	<u>UNIT PRICE</u>			<u>MANUFACTURER NAME</u>
Carpet Tile, 18 oz minimum, 5,000 min density				
Severe Traffic level				Kraus
1.0 Random Pattern	\$	27.48	/sq. yd installed	Ventori
1.1 Geometric Pattern	\$	27.48	/sq. yd installed	Calatrava
Heavy Traffic level				
1.2 Random Pattern	\$	23.04	/sq. yd installed	Searchlight
1.3 Geometric Pattern	\$	23.40	/sq. yd installed	Van Der Rohe
Moderate Traffic level				
1.4 Random Pattern	\$	18.82	/sq. yd installed	Severn2
1.5 Geometric Pattern	\$	18.82	/sq. yd installed	Trent
Carpet Tile, 24 oz minimum, 5,000 min density				
Severe Traffic level				
1.6 Random Pattern	\$	49.80	/sq. yd installed	Bolyu- Sierra
1.7 Geometric Pattern	\$	46.80	/sq. yd installed	Bolyu-Inner Circle
Heavy Traffic level				
1.8 Random Pattern	\$	42.00	/sq. yd installed	Bolyu-Jetset
1.9 Geometric Pattern	\$	39.60	/sq. yd installed	Bolyu-Dritt
Moderate Traffic level				
1.10 Random Pattern	\$	36.00	/sq. yd installed	Bolyu-Tempe
1.11 Geometric Pattern	\$	39.60	/sq. yd installed	Bolyu-Digdit

DIAMOND RIDGE DEVELOPMENT, 6098 N. 57TH AVE., GLENDALE, AZ 85301

6 or 12 foot broadloom add for moisture barrier backing that passes British Spill Test

12 Foot

1.12 6.0 nylon, unitary backing, 5,000 min destiny, heathered Finish	<u>\$ 19.20</u>	/sq. yd installed	Bolyu-Absolute
1.13 6.0 nylon, unitary backing, 5,000 min destiny, graphic loop	<u>\$ 19.20</u>	/sq. yd installed	Bolyu-Accelatorator
1.14 6.6 cationic, unitary backing, 5,000 min density, mulicolor/graphic loop	<u>\$ 16.50</u>	/sq. yd installed	J & J Ind./Access
1.15 6.6 cationic, unitary backing, 5,000 min density pattern goods	<u>\$ 17.40</u>	/sq. yd installed	J & J Ind./Tone/Tempo

Other Flooring

1.16 Entry way/walk off carpet tile	<u>\$ 54.00</u>	/per sf installed	Bolyu-Process
1.17 VCT, 1/8" gauge 12x12 with product both through color and through pattern	<u>\$ 1.60</u>	/sq. ft installed	Tarkett/Acrock
1.18 Sheet Vinyl, inlaid standard colors 6ft goods	<u>\$ 39.60</u>	/sq. yd installed	Tarkett/Condeact Plus
1.19 Rubber cove base 1/8" gauge standard colors	<u>\$ 1.40</u>	/lf installed	Johnsonite
1.20 Cushion back Carpet Tile	<u>\$ 48.00</u>	/sq. yd installed	

Removal of Existing Floor Covering, Furniture Moving, and Miscellaneous Charges

1.21 Removal of existing carpet	<u>\$ 1.80</u>	/per sq. yd.
1.22 Recycling of removed carpet	<u>\$ 1.20</u>	/per sq. yd.
1.23 Removal of VCT	<u>\$ 0.65</u>	/per sq. yd.
1.24 Removal of carpet glue down	<u>\$ 1.80</u>	/per sq. yd.
1.25 Removal of carpet stretch	<u>\$ 1.80</u>	/per sq. yd.
1.26 Remove existing base	<u>\$ 0.20</u>	/per sq. yd.
1.27 Floor Preparation	<u>INC</u>	/per sq. yd.
1.27.1 Light	<u>\$ 0.65</u>	/per sq. yd.
1.27.2 Heavy	<u>\$ 2.40</u>	/per sq. yd.
1.28 Move/lift standard furniture	<u>\$ 4.85</u>	/per sq. yd.
1.29 Modular furniture lift	<u>\$ 9.65</u>	/per sq. yd.

NIGP CODE 36056

Terms: NET 30

Vendor Number: 2011000312 0

Certificates of Insurance Required

Contract Period: To cover the period ending **May 31, 2019**

DIVERSIFIED FLOORING SERVICES - PHOENIX LLC, 7898 E. ACOMA SUITE 197, SCOTTSDALE, AZ 85260

RESPONDENT NAME:	<u>Diversified Flooring Services - Phoenix LLC</u>
ADDRESS:	<u>7898 E. Acoma Suite 197, Scottsdale, AZ 85260</u>
P.O. ADDRESS:	<u></u>
TELEPHONE NUMBER:	<u>480.967.7600</u>
FACSIMILE NUMBER:	<u>480.967.4700</u>
WEB SITE:	<u>www.dfsaz.com</u>
REPRESENTATIVE:	<u>Dave Stanton</u>

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE SERVICES UNDER THIS CONTRACT:	X	[]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	X	[]	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:	[]	X	<u>%</u>

(Payment shall be made within 48 hours of utilizing the Purchasing Card)

[X] 1% 10 DAYS NET 30 DAYS

(1st Call)

<u>ITEM DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>MANUFACTURER NAME</u>
Carpet Tile, 18 oz minimum, 5,000 min density Severe Traffic level		Bentley, Interface, J&J, Mannington, Milliken Mohawk Group, Shaw Industries, Tandus
1.0 Random Pattern	<u>\$ 22.50</u> /sq. yd installed	Bentley, Interface, J&J, Mannington, Milliken Mohawk Group, Shaw Industries, Tandus
1.1 Geometric Pattern	<u>\$ 22.50</u> /sq. yd installed	Bentley, Interface, J&J, Mannington, Milliken Mohawk Group, Shaw Industries, Tandus
Heavy Traffic level		Bentley, Interface, J&J, Mannington, Milliken Mohawk Group, Shaw Industries, Tandus
1.2 Random Pattern	<u>\$ 21.85</u> /sq. yd installed	Bentley, Interface, J&J, Mannington, Milliken Mohawk Group, Shaw Industries, Tandus
1.3 Geometric Pattern	<u>\$ 21.85</u> /sq. yd installed	Bentley, Interface, J&J, Mannington, Milliken Mohawk Group, Shaw Industries, Tandus
Moderate Traffic level		Bentley, Interface, J&J, Mannington, Milliken Mohawk Group, Shaw Industries, Tandus
1.4 Random Pattern	<u>\$ 19.50</u> /sq. yd installed	Bentley, Interface, J&J, Mannington, Milliken Mohawk Group, Shaw Industries, Tandus
1.5 Geometric Pattern	<u>\$ 19.50</u> /sq. yd installed	Bentley, Interface, J&J, Mannington, Milliken Mohawk Group, Shaw Industries, Tandus
Carpet Tile, 24 oz minimum, 5,000 min density Severe Traffic level		Bentley, Interface, J&J, Mannington, Milliken Mohawk Group, Shaw Industries, Tandus
1.6 Random Pattern	<u>\$ 23.65</u> /sq. yd installed	Bentley, Interface, J&J, Mannington, Milliken Mohawk Group, Shaw Industries, Tandus
1.7 Geometric Pattern	<u>\$ 23.65</u> /sq. yd installed	Bentley, Interface, J&J, Mannington, Milliken Mohawk Group, Shaw Industries, Tandus

DIVERSIFIED FLOORING SERVICES - PHOENIX LLC, 7898 E. ACOMA SUITE 197, SCOTTSDALE, AZ 85260

Heavy Traffic level

1.8 Random Pattern	\$ 22.50	/sq. yd installed	Bentley, Interface, J&J, Mannington, Milliken Mohawk Group, Shaw Industries, Tandus
1.9 Geometric Pattern	\$ 22.50	/sq. yd installed	Bentley, Interface, J&J, Mannington, Milliken Mohawk Group, Shaw Industries, Tandus

Moderate Traffic level

1.10 Random Pattern	\$ 21.85	/sq. yd installed	Bentley, Interface, J&J, Mannington, Milliken Mohawk Group, Shaw Industries, Tandus
1.11 Geometric Pattern	\$ 21.85	/sq. yd installed	Bentley, Interface, J&J, Mannington, Milliken Mohawk Group, Shaw Industries, Tandus

6 or 12 foot broadloom add for moisture
barrier backing that passes British Spill Test

\$4 sy

12 Foot

1.12 6.0 nylon, unitary backing, 5,000 min destiny, heathered Finish	\$ 12.50	/sq. yd installed	Beaulieu, J&J Mohawk Group, Shaw Industries
1.13 6.0 nylon, unitary backing, 5,000 min destiny, graphic loop	\$ 13.50	/sq. yd installed	Beaulieu, J&J Mohawk Group, Shaw Industries
1.14 6.6 cationic, unitary backing, 5,000 min density, mulicolor/graphic loop	\$ 15.00	/sq. yd installed	Beaulieu, J&J Mohawk Group, Shaw Industries
1.15 6.6 cationic, unitary backing, 5,000 min density pattern goods	\$ 17.50	/sq. yd installed	Atlas, Bentley, Beaulieu, J&J, Mannington, Masland, Mohawk Group, Shaw Industries

Other Flooring

1.16 Entry way/walk off carpet tile	\$ 3.62	/per sf installed	Beaulieu, J&J, Mannington, Masland, Mohawk Group, Shaw Industries
1.17 VCT, 1/8" gauge 12x12 with product both through color and through pattern	\$ 1.40	/per sf installed	Armstrong, Mannington, Tarkett
1.18 Sheet Vinyl, inlaid standard colors 6ft goods	\$ 3.45	/per sf installed	Armstrong, Mannington, Tarkett
1.19 Rubber cove base 1/8" gauge standard colors	\$ 1.30	/per lf installed	Johnsonite, Roppe
1.20 Cushion back Carpet Tile	\$ 28.25	/sq. yd installed	Milliken, Tandus

Removal of Existing Floor Covering, Furniture Moving, and Miscellaneous Charges

1.21 Removal of existing carpet	\$ 1.75	/per sq. yd.
1.22 Recycling of removed carpet	\$ 2.00	/per sq. yd.
1.23 Removal of VCT	\$ 4.50	/per sq. yd.
1.24 Removal of carpet glue down	\$ 1.75	/per sq. yd.
1.25 Removal of carpet stretch	\$ 2.50	/per sq. yd.
1.26 Remove existing base	\$ 0.05	/per sq. yd.
1.27 Floor Preparation	\$ 5.00	/per sq. yd.
1.27.1 Light	\$ 4.00	/per sq. yd.
1.27.2 Heavy	\$ 6.00	/per sq. yd.
1.28 Move/lift standard furniture	\$ 2.50	/per sq. yd.
1.29 Modular furniture lift	\$ 8.00	/per sq. yd.

**DIVERSIFIED FLOORING SERVICES - PHOENIX LLC, 7898 E. ACOMA SUITE 197, SCOTTSDALE,
AZ 85260**

NIGP CODE	36056
Terms:	1% 10 DAYS NET 30 DAYS
Vendor Number:	W000002561 X
Certificates of Insurance	Required
Contract Period:	To cover the period ending May 31, 2019

FLOOR COVERING INSTALLATION AND REMOVAL

1.0 INTENT:

The intent of this Invitation for Solicitation is to establish a listing of qualified suppliers/installers for various types of floor coverings (including but not limited to woven carpeting, tufted carpeting, carpet tiles, resilient floor tile, and linoleum and sheet vinyl). **Pricing shall include complete installation and removal, if required, of all product(s).**

Multiple awards (listing of qualified vendors) will be made. At the time a requirement is identified, requests for quotation will be issued to each qualified vendor. For requirements under (\$10,000), the prices on the pricing page (Attachment A) will be utilized. All other award(s) on quotes will be made to the vendor meeting specification and offering the lowest pricing.

Other governmental entities under agreement with the County may have access to services provided hereunder (see also Sections 3.29 and 3.308, below).

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.

2.0 SPECIFICATIONS:

2.1 TECHNICAL REQUIREMENTS:

Vendors assigned to this qualifying contract shall be asked to provide pricing when presented with a scope of work (specifications) for all types of interior floor coverings. The request will list the size, type, color, and delivery requirements for the floor covering from the requesting agency; this will be by e-mail to the vendor under a Request for Quotation specification sheet. The vendor is responsible for including the installation costs on the quote.

If a vendor is consistently non-compliant with delivery times this shall cause the County to review the file and a determination may be made to remove the contractor for default

All products must meet or exceed the FMD technical specifications See Exhibit 1 for details.

2.2 PROJECT WORK AND TIME AND MATERIALS

2.2.1 Project work shall mean work performed on projects that have proposal costs that exceed \$10,000. Each of the contractors assigned to this contract shall be provided a request for project quotation with a detailed Scope of Work. As such, each contractor MUST submit a response, with award to the lowest compliant quotation of the project. Contractors are not to submit their own project quote sheets. Only County letterhead quote sheets are acceptable. All terms and conditions are those established under this contract

2.2.1.1 This contract may also be used for time and materials work (under \$10,000) and priced per hour as bid in the pricing section. The threshold from time and materials to project work shall be \$10,000. Exceptions to this shall be emergencies that arise and must be dealt with immediately without the time for project quotes. The County reserves the right to adjust the \$10,000 project threshold if deemed in the best interest of the department.

2.2.1.2 After site review of the project, all contractors listed under Floor Covering must submit the project quote sheet back to the requestor, either with acceptance and a firm price; or marked as **"No Bid"**. Contractors who have declined project work a minimum of three times during a six-month period **may** 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.

2.3 SAMPLES:

Contractors may be requested to furnish samples of items proposed for examination by the County. Any items so requested shall be furnished within Ten (10) working days from the date of request and furnished at no cost to the County and sent to the address designated in the Invitation for Bids.

3.0 PURCHASING REQUIREMENTS:

3.1 DELIVERY AND INSTALLATION:

3.1.1 **DELIVERY IS REQUIRED F.O.B. DESTINATION**, freight pre-paid after receipt of Purchase Order, to any delivery location within Maricopa County as specified by the County. Contractor shall indicate on Pricing Documentation (Attachment A) any additional freight or handling charges that would be associated with special shipping and/or handling delivery.

3.1.2 **INSTALLATION**
The Contractor's price shall include delivery and complete compliance with the quotation offered.

3.2 WAREHOUSE/DISTRIBUTION CENTER:

The Contractor shall have access to a local warehouse/distribution center capable of providing the goods listed herein at the time of bid submission. Maricopa County reserves the right to inspect such warehouse/distribution center(s) to ensure compliance with terms and conditions of the Invitation for Bids.

3.3 ACCEPTANCE:

Upon delivery and successful installation, the material(s) shall be deemed accepted and the warranty period shall begin. All documentation shall be completed prior to final acceptance.

3.4 WARRANTY:

3.4.1 All items furnished under this Contract shall conform to the requirements of this Contract and shall be free from defects in design, materials and workmanship.

3.4.2 The warranty period for workmanship and materials shall be for an initial period of twelve (12) months and commence upon acceptance by County.

3.4.2.1 The Contractor shall indicate on the Price Sheet the duration of the warranty and any applicable limitations or conditions which may apply.

3.4.2.2 The Contractor agrees that he will, at his 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. The Contractor shall guarantee the equipment to be supplied complies with all applicable regulations.

3.5 Background Check:

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

3.6 INVOICES AND PAYMENTS:

Invoices are required to contain the following information and should be e-mailed to FMD-ACCOUNTSPAYABLE@MAIL.MARICOPA.GOV. If invoices cannot be e-mailed, U.S. Mail is acceptable to Maricopa County Facilities Management, Accounts Payable, 401 W. Jefferson, Phoenix, Arizona 85003.

- 3.6.1 Company name, address and contact information
- 3.6.2 County bill-to name and contact/requestor information
- 3.6.3 Building Name and Building Number
- 3.6.4 Contract Serial Number or
- 3.6.5 County purchase order number
- 3.6.6 Maximo (FMD) service call number
- 3.6.7 Invoice number and date
- 3.6.8 Date of service or delivery
- 3.6.9 Description of Purchase (services performed)
- 3.6.10 Labor breakdown: rate per hour x no. of hours by personnel type (time & materials)
- 3.6.11 Material breakdown: itemized parts list to contain unit price x quantity, indicating mark-ups as contracted (time & materials)
- 3.6.12 Arrival and completion time
- 3.6.13 Total Amount Due with tax amounts separated. Must also clearly indicate the tax rate being applied
- 3.6.14 Payment Terms

For Time & Material work, Contractor(s) must provide, all equipment, expendable shop supplies (rags, cleaners, solvents, gasses, etc.), miscellaneous parts (screws, bolts nuts, small items etc.), tools, etc. necessary to perform all the required services. Contractor(s) are allowed a one-time Misc. Shop fee charge of up to \$25.00 per work order to cover these types of expenses. Anything beyond the \$25 limit will be provided at the contractor's own expense.

- 3.6.15 Discounts offered in the contract shall be calculated based on the date a properly completed invoice is received by the County (ROI).
- 3.6.16 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.
- 3.6.17 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (<http://www.maricopa.gov/Finance/Vendors.aspx>).
- 3.6.18 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

3.7 APPLICABLE TAXES:

- 3.7.1 **Payment of Taxes:** The Contractor shall pay all applicable taxes. With respect to any installation labor on items that are not attached to real property performed by Contractor under the terms of this Contract, the installation labor cost and the gross receipts for materials provided shall be listed separately on the Contractor's invoices.
- 3.7.2 **State and Local Transaction Privilege Taxes:** Maricopa County is subject to all applicable state and local transaction privilege taxes. To the extent any state and local transaction privilege taxes apply to sales made under the terms of this contract it is the responsibility of the seller to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.

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

3.8 TAX: (SERVICES)

No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

3.9 TAX (COMMODITIES):

Tax shall not be levied against labor. Sales/use tax will be determined by County. Tax will not be used in determining low price.

3.10 POST AWARD MEETING:

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

3.11 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE)

The County is a member of the \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of \$AVE may access a contract resulting from a solicitation issued by the County. If you **do not** want to grant such access to a member of \$AVE, **please so state** in your proposal. 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 Request for Proposal.

3.12 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)

County currently holds ICPA's with numerous governmental entities throughout the State of Arizona. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. Please indicate on Attachment A, your acceptance or rejection regarding such participation of other governmental entities. Your response will not be considered as an evaluation factor in awarding a contract.

4.0 **CONTRACTUAL TERMS & CONDITIONS:**

4.1 CONTRACT TERM:

This Invitation for Bid is for awarding a firm, fixed-price purchasing contract to cover a term of three (3) year.

4.2 OPTION TO RENEW:

The County may, at its option and with the concurrence of the Contractor, renew the term of this Contract up to a maximum of three (3) additional years, (or at the County's sole discretion, extend the contract on a month to month basis for a maximum of six (6) months after expiration). The Contractor shall be notified in writing by the Office of Procurement Services of the County's intention to renew the contract term at least thirty (60) calendar days prior to the expiration of the original contract term..

4.3 PRICE ADJUSTMENTS:

Any requests for reasonable price adjustments must be submitted sixty (60) days prior to the Contract expiration. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the Consumer Price Index or by performing a market survey.

4.4 HOURS OF SERVICE:

4.4.1 REGULAR HOURS are between 6:00 AM and 6:00 PM, Monday through Friday, excluding County holidays.

4.4.2 AFTER HOURS is after 6:00 PM and prior to 6:00 AM, Monday through Friday.

4.4.3 WEEKENDS are anytime Saturday or, Sunday.

4.4.4 HOLIDAYS are County Holidays (See County holiday schedule attachment).

4.4.5 Services shall be available 24 hours per day, 7 days per week, 365 days per year.

4.4.6 Contractor shall provide 24 hours per day, 7 days per week, 365 days per year telephone access, and respond to a call for services within thirty (30) minutes of receipt.

4.5 RESPONSE TIMES:

4.5.1 During REGULAR HOURS, AFTER HOURS, WEEKEND or HOLIDAYS, Contractor shall respond on-site within four (4) hours of receipt of a service request.

4.5.2 If the request is designated by the County as an EMERGENCY, the contractor shall respond on-site within two (2) hours of receipt of a service request regardless of the time of day, WEEKEND or HOLIDAY.

4.6 TRIP CHARGE:

Trip charges are permitted when time and material work is requested at the following sites only:

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

4.6.2 County offices located in Gila Bend, AZ

4.6.3 County offices located in Buckeye, AZ

4.6.4 County offices located in Aguila, AZ

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

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 (maximum one time daily trip charge not to exceed \$50.00). The Contractor is not authorized to incur nor will the County accepting billing for any labor charges.

4.7 CONTRACTOR REQUIREMENTS:

4.7.1 Contractor(s) shall supply all labor, supervision, materials, tools, equipment, and effort necessary to perform the Scope of Work presented.

4.7.2 The Contractor's service truck fleet and/or warehouse shall carry sufficient supply of repair parts and equipment to perform services per Scope of Work presented.

4.7.3 The Contractor agrees to utilize only experienced, responsible and capable people in the performance of the work.

4.7.4 All employees of the Contractor shall wear a company uniform identified with the company name consisting of a minimum of one of the following:

4.7.4.1 Shirt/blouse

4.7.4.2 Vest

4.7.4.3 Cap

4.7.5 No one except authorized employees of the Contractor is allowed on the premises of Maricopa County. Contractor's employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor

4.7.6 The Contractor shall perform the work in a way to minimize disruption to the normal operation of building occupants. Upon completion of work the Contractor shall clean and remove from the job site all debris, materials and equipment associated with the work performed.

4.7.7 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.

4.8 BUILDING SECURITY (KEYS):

4.8.1 The Contractor may be provided keys to required County Facilities at the discretion of FMD. Keys may be acquired by:

4.8.1.1 The Contractor being provided permanent key(s), wherein the Contractor verifies receipt of and accepts responsibility for keys. The keys must be returned at the completion of the work or at the direction of FMD. Keys not returned may cause the County to re-key the ENTIRE building or locations that the set of keys opened with the cost being borne by the Contractor.

4.8.1.2 In lieu of or in addition to keys, the Contractor may be provided card access badges at the discretion of FMD.

4.8.1.3 The Contractor shall notify FMD within twenty-four (24) hours if any keys are lost, misplaced, stolen or otherwise not within the Contractor's control.

4.8.1.4 Once the Purchase Order is complete, expired, or terminated the Contractor shall immediately return all badges and keys to FMD.

4.9 SALVAGE:

Salvage 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. Salvage rights automatically apply for all work if in the best interest to the County. Salvageable materials without pre-approved contractor salvage rights shall be securely stored and are not to be transported off the site without written permission from Maricopa County. If contractor is given salvage rights, salvageable materials shall be removed daily. No on site storage of contractor's salvaged materials will be permitted.

4.10 CONTRACTOR EMPLOYEE BACKGROUND CHECK:

A background check is required for all Contractor employees providing services to the County. The cost of this service shall be incurred by the County. No Contractor employee may access County property without approval of FMD.

4.11 INDEMNIFICATION:

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

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

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

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

4.12 INSURANCE.

4.12.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

4.12.2 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.

4.12.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

4.12.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

4.12.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

4.12.6 The insurance policies required by this Contract, except Workers' Compensation and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

- 4.12.7 The policies required hereunder, except Workers' Compensation and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

4.12.8 Commercial General Liability.

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

4.12.9 Automobile Liability.

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 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.

4.12.10 Workers' Compensation.

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

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

4.12.11 Certificates of Insurance.

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.

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.

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

4.12.12 Cancellation and Expiration Notice.

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to Maricopa County. Contractor must provide to Maricopa County, within 2

business days of receipt, if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to Maricopa County Office of Procurement Services and shall be mailed or hand delivered to 320 West Lincoln Street, Phoenix, AZ 85003, or emailed to Procurement Officer noted in solicitation.

4.13 ORDERING AUTHORITY.

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

4.14 REQUIREMENTS CONTRACT:

- 4.14.1 Contractors signify their understanding and agreement by signing a bid submittal, that the Contract resulting from the bid is a requirements contract. However, the Contract does not guarantee any minimum or maximum number of purchases will be made. It only indicates that if purchases are made for the materials contained in the Contract, they will be purchased from the Contractor awarded that item. Orders will only be placed when the County identifies a need and proper authorization and documentation have been approved.
- 4.14.2 County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor for actual and documentable costs incurred by the Contractor in response to the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.
- 4.14.3 Contractors agree to accept verbal notification of cancellation of Purchase Orders from the County Procurement Officer with written notification to follow. By submitting a bid in response to this Invitation for Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

4.15 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

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

4.16 TERMINATION FOR DEFAULT:

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

- 4.16.1 Deliver the supplies or to perform the services within the time specified in this contract or any extension;
- 4.16.2 Make progress, so as to endanger performance of this contract; or
- 4.16.3 Perform any of the other provisions of this contract.
- 4.16.4 The County's right to terminate this contract under these subparagraph may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the County) after receipt of the notice from the Procurement Officer specifying the failure.

4.17 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

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

4.18 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.

4.19 ADDITIONS/DELETIONS OF SERVICE:

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

4.20 SUBCONTRACTING:

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

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

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

4.22.2 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.

- 4.22.3 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 deduction from current billings Submitted by the Contractor by 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.

4.23 VALIDITY:

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

4.24 RIGHTS IN DATA:

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

4.25 RELATIONSHIPS:

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

4.26 NON-DISCRIMINATION:

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

4.27 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

- 4.27.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor

4.27.1.1 is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

4.27.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

4.27.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

4.27.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

4.27.2 The Contractor agrees to 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.

4.28 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

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

4.28.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 4.28 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.

4.29 CONTRACTOR LICENSE REQUIREMENT:

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

4.29.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

4.30 INFLUENCE

As prescribed in MC1-1202 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct, may be grounds for Disbarment or Suspension under MC1-902.

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

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

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

4.31 PUBLIC RECORDS:

All Offers submitted and opened are public records and must be retained by the Records Manager at the Office of Procurement Services. Offers shall be open to public inspection after Contract award and execution, except for such Offers deemed to be confidential by the Office of Procurement Services. If an Offeror believes that information in its Offer should remain confidential, it shall indicate as confidential, the specific information in its offer 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. The Records Manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code and the Arizona Public Records Law.

EXHIBIT 1

TECHNICAL SPECIFICATIONS

SECTION 09 68 13

TILE CARPETING

PART 1 - GENERAL

1.01 SUMMARY

- A. Carpet shall be a heavy-duty commercial grade with a minimum 10 year warranty.
- B. Carpet should be avoided at high-traffic areas, corridors, lobbies and high public use locations.
- C. Verify additional material requirements with FMD staff.
- D. Submit reports for flammability, smoke density and static propensity from independent laboratory no more than 2 years old.
- E. Carpet style and colors shall be specified that one easily maintainable.
- F. Carpet Installer shall have minimum of 5 years commercial installation experience.
- G. Carpet manufacturer shall provide documentation indicating 2-year manufacturing history of 2 years for each product provided.

1.02 SUBMITTALS

- A. Product Data: For each type of product.
 - 1. Include manufacturer's written data on physical characteristics, durability, and fade resistance.
 - 2. Include manufacturer's written installation recommendations for each type of substrate.

1.03 WARRANTY

- A. Special Warranty for Carpet Tiles: Manufacturer agrees to repair or replace components of carpet tile installation that fail in materials or workmanship within specified warranty period.
 - 1. Warranty does not include deterioration or failure of carpet tile due to unusual traffic, failure of substrate, vandalism, or abuse.
 - 2. Failures include, but are not limited to, the following:
 - a. More than 10 percent edge raveling, snags, and runs.
 - b. Dimensional instability.
 - c. Excess static discharge.
 - d. Loss of tuft-bind strength.
 - e. Loss of face fiber.
 - f. Delamination.
 - 3. Warranty Period: 10 years from date of Substantial Completion.

Designer Note: A/E - Confirm application from manufacturer, including backup data.

PART 2 - DESIGN STANDARD

2.01 MATERIALS

- A. Carpet shall comply with the following standards:
 - 1. Flammability: Passes (CPSC 16 CFR, Part 1630).
 - 2. Flame Spread: Critical Radiant Flux Class I, not less than 0.45 Watts per cm² (NFPA 253 or ASTM E-648, in direct glue-down application).
 - 3. Optical Smoke Density Requirements (ASTM E662-79): Less than 450 (NBS Smoke Density Chamber - NFPA-258).
 - 4. Static Propensity: Under 3.0 KV (AATCC-134).
 - 5. Colorfastness: Carpet shall not display or evidence a significant change in color due to exposure to atmospheric contaminants (Ozone or Oxides of Nitrogen) for 5 years.
 - 6. Total Weight: 24 ounces per square yard for finished carpet tile.
 - 7. Pattern: Non-directional; non-repeat pattern.
 - 8. Maintain dye lot integrity. Do not mix dye lots in the same area.
- B. Provide minimum 4" x 1/8" straight rubber base, dark in color with a matte finish.
- C. Carpet shall not be installed until completion of other work such as drywall and painting is completed.
- D. Use low VOC adhesives.
- E. Specify proper transitions and termination strips as dictated by adjacent finishes.
- F. Carpet tile shall be considered at raised access flooring, flexible use spaces and locations where spills or stains may warrant replacement tiles.
- G. Carpet tile shall have the same design guidelines as standard roll carpet.
- H. Provide provisions that ensure subsurfaces have been inspected and tested to receive carpet. Work shall not be accelerated to install carpet on an unprepared subsurface.

END OF SECTION

SECTION 09 30 00

TILING

PART 1 - GENERAL

1.01 SUMMARY

- A. Select grout and tile colors that are easily maintainable. White grout is not allowed in floors or public restroom walls.
- B. An additional 2percent of material should be provided for maintenance stock. Extra materials shall be furnished in original packaging and clearly labeled.
- C. Comply with applicable requirements of ANSI A-108 Series and the current TCNA "Handbook for Ceramic, Glass, and Stone Tile Installation." Tile shall bear the TCNA grade seal.

PART 2 - DESIGN STANDARD

2.01 MATERIALS

- A. Furnish products of one of the following Manufacturers, or Approved Equal:
 - 1. Ceramic Tiles
 - a. American Olean Tile Company
 - b. Arizona Tile
 - c. Crossville
 - d. Dal-Tile Corporation
 - e. Emser International, Los Angeles, CA
 - f. Interceramic, Garland, TX
 - 2. Quarry Tiles:
 - a. American Olean Tile Company
 - b. Dal-Tile Corporation, Dallas
 - c. Metropolitan Ceramics
 - 3. Porcelain Ceramic Tiles
 - a. American Olean Tile Company
 - b. Arizona Tile
 - c. Dal-Tile Corporation
 - d. Emser International
 - e. Floor Gres Ceramiche
 - 4. Setting and Grouting Materials:
 - a. C-Cure, (Bonded Materials Company,)
 - b. Custom Building Products,
 - c. Hydroment
 - d. Laticrete
 - e. MAPEI Corporation
 - f. Tec Specialty Products, Inc.,
- B. Floor Tiles shall be a minimum 8" x 8", minimum 3/8" thick, through color. Quarry tiles shall be minimum 6" x 6", and 1/2" thick minimum.
- C. Floor tile grout joints shall not exceed 1/8 inch.
- D. Cove tile bases shall be used in restroom applications.

- E. Wall tiles shall be a minimum 4" x 4" and a minimum 5/16" thick. Tile shall be full height on wet walls.
- F. Wall tile grout joints shall not exceed 1/8" inch.
- G. Epoxy mortars and grouts shall be used in all exterior applications, wet locations and areas that may come in contact with solvents or chemicals.
- H. Provide one of the following waterproof membranes:
 - 1. PRP 315 two-component synthetic polymer anti-fracture and waterproofing membrane and as manufactured by Mapei Corporation, meeting ANSI A118.10, trowel-applied
 - 2. Schluter KERDI sheet waterproofing membrane
 - 3. Other sheet waterproofing membrane meeting International Plumbing Code and so labeled and acceptable to Architect as an approved equal.
- I. Provide provisions that ensure subsurfaces have been inspected and tested to receive tile finishes, mud bed sets and thin sets. Work shall not be accelerated to install tile on an unprepared subsurface.

END OF SECTION

SECTION 09 65 19

RESILIENT TILE FLOORING

PART 1 - GENERAL

1.01 SUMMARY

- A. Durability and maintenance shall be weighed against initial cost in the application of resilient tile flooring.
- B. Prove 3 percent additional material for maintenance stock in original, un-opened and clear labeled packaging.
- C. Easily maintainable colors should be considered for specification.
- D. Slip resistance of floor surfaces and changes in level shall be in accordance with applicable Building Codes and Accessibility requirements.

PART 2 - DESIGN STANDARD

2.01 MATERIALS

- A. Vinyl Composition Tile products of one of the specified Manufacturers, except as approved equal by the Architect.
 - 1. AB Colors Plus
 - 2. Armstrong World Industries
 - 3. Azrock
 - 4. Mannington
- B. Vinyl Tile products of one of the specified Manufacturers, except as approved by equal the Architect.
 - 1. Armstrong World Industries
 - 2. Estrie/Marathon
 - 3. Roppe
 - 4. Marley
- C. Rubber tile products of one of the specified Manufacturers, except as approved equal by the Architect.
 - 1. Estrie/Marathon
 - 2. Mondo Rubber International
 - 3. Roppe
 - 4. Endura
 - 5. Flexco
 - 6. Nora Rubber Flooring
- D. Wall base products of one of the specified Manufacturers, except as approved equal by the Architect.
 - 1. Armstrong World Industries
 - 2. Burke/Mercer
 - 3. Johnsonite
 - 4. Marley Flexco, Inc.
 - 5. Mondo Rubber International
 - 6. Nora Rubber Flooring
 - 7. Roppe

- E. Furnish Stair Treads products of one of the specified Manufacturers, except as approved equal by the Architect.
 - 1. Estrie/Marathon
 - 2. Mondo Rubber International
 - 3. Roppe
 - 4. Endura
 - 5. Flexco
 - 6. Nora Rubber Flooring
- F. Tile shall be minimum 12"x12", 1/8" thick single tile, composition 1, asbestos free. Heavy-duty commercial with low voc adhesives.
- G. Flame spread not more than 75 per ASTM F84; smoke developed not more than 450 per ASTM E 84; smoke density not more than 450 per ASTM E 662.
- H. Provide 4' base, dark color matte finish at typical locations.
- I. Exposed edges of resilient flooring shall have butt-type extruded aluminum edge strips.
- J. Provide provisions that ensure sub surfaces have been inspected and tested to receive resilient tile flooring. Work shall not be accelerated to install resilient tile flooring on an unprepared subsurface.

END OF SECTION