

# NOTICE OF SOLICITATION

**SERIAL #** 230122**-RFP**

**REQUEST FOR PROPOSALS FOR** **ELEVATOR, ESCALATOR, WALKWAY, AND LIFT, NEW CONSTRUCTION, MODERNIZATION, MAINTENANCE, AND REPAIR SERVICES**

Notice is hereby given that Maricopa County is conducting this Request for Proposals electronically through an outside agent e-procurement platform, Periscope S2G (formally known as BidSync), until **2:00 p.m. Mountain Standard Time (MST)** on **TUESDAY, MAY 9, 2023,** for **SERIAL#** 230122-RFP **REQUEST FOR PROPOSALS FOR** ELEVATOR, ESCALATOR, WALKWAY, AND LIFT NEW CONSTRUCTION, MODERNIZATION, MAINTENANCE, AND REPAIR SERVICES for Maricopa County**.**

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| **ONLY RESPONSES THAT ARE SUBMITTED THROUGH THE E-PROCUREMENT PLATFORM, PERISCOPE S2G (**[**https://www.periscopeholdings.com/s2g**](https://www.periscopeholdings.com/s2g)**) WILL BE CONSIDERED.**  **For submission instructions, see Exhibit 1.**  For assistance with the e-procurement platform functionality, contact Periscope S2G’s Vendor Support Department via phone or email, during regular business hours: 1-800-990-9339 or [support@PeriscopeS2G.com](mailto:support@bidsync.com), or visit the [Periscope S2G support portal](https://support.bidsync.com/hc/en-us#close). |

All responses must be submitted **electronically** through the e-procurement platform prior to the bid closing. The bid will be listed under “230122**-RFP REQUEST FOR PROPOSALS FOR** ELEVATOR, ESCALATOR, WALKWAY, AND LIFT, NEW CONSTRUCTION, MODERNIZATION, MAINTENANCE, AND REPAIR SERVICES.”

The Maricopa County Procurement Code (Code) governs this procurement and is incorporated by reference. Any protest concerning this Request for Proposals must be filed with the procurement officer in accordance with Section MC1-905 of the Code.

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| All standard terms and conditions concerning this Invitation for Bids can be located at <https://www.maricopa.gov/DocumentCenter/View/6453>.  Any addenda to this Request for Proposals will be posted on the Maricopa County Office of Procurement Services website under the solicitation serial number. This information will also be posted online at <https://www.periscopeholdings.com/s2g>.  FAILURE TO REVIEW ANY ADDENDA DOES NOT NEGATE YOUR INITIAL OFFER AND HOLDS THE RESPONDENT RESPONSIBLE FOR ANY CHANGES PRIOR TO BID CLOSING. |

INQUIRIES: SUBMIT ALL INQUIRIES ABOUT THIS REQUEST FOR PROPOSALS **BY THE QUESTION DATE/TIME DEADLINE POSTED IN PERISCOPE S2G’S “Q&A” TAB** FOR THIS SOLICITATION.

Administrative inquiries may be directed to:

Robert namor, PROCUREMENT OFFICER

Telephone: (602) 506-8707

Email: Robert.Namor@maricopa.gov

**THERE WILL BE A** **NON-MANDATORY PRE-BID TELE-CONFERENCE ON Wednesday, April 19, 2023 AT 10:00 A.M. MST. TO CONNECT VIA COMPUTER, GO TO** <https://tinyurl.com/ynbr3ekz>**. YOU MAY ALSO CALL IN AT 480-702-3496 AND ENTER PHONE CONFERENCE ID 455 579 403#.**

**NOTE:** Maricopa County publishes its solicitations online and they are available for viewing and/or downloading at [**https://www.maricopa.gov/2190/Solicitations**](https://www.maricopa.gov/2190/Solicitations)**.**

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**REQUEST FOR PROPOSALS FOR** ELEVATOR, ESCALATOR, WALKWAY, AND LIFT, NEW CONSTRUCTION, MODERNIZATION, MAINTENANCE, AND REPAIR SERVICES

## INTENT

* 1. The intent of this request for proposals (RFP) is for Maricopa County to award a contract to a qualified supplier capable of providing a complete line of elevator, escalator, walkway, and lift new construction, modernization, maintenance and repair services. Services proposed shall include, but are not limited to, repairs, replacement (or alteration), modernization solutions, new construction, calibration, and service of elevator(s), escalator(s), or related equipment.

* 1. Maricopa County (County) is soliciting these services on behalf of itself and other government agencies. The resulting contracts may be made available through Public Promise Procurement (PPP), Powered by National Association of Counties (NACO).
  2. The contractor shall furnish all necessary labor, supervision, tools, equipment, parts, and transportation necessary to perform the required services at designated County facilities. This is a preventative maintenance contract and is not a “run to failure” agreement, thus the contractor shall replace worn parts, when observed, whether due to normal wear or not, during routine maintenance and prior to failure, when possible.
  3. Respondents to this solicitation shall identify a firm, fixed cost for fully burdened hourly rates for work which falls within the scope of this contract.
  4. Resident Account: Contractor shall assign a technician for Maricopa County Sites for forty hours per week.
  5. The contractor’s primary point of contact will be the Facilities Management Department (FMD). Other County departments may use this contract, however FMD is not responsible for payments for work performed under the direction of other County departments.
  6. Other governmental entities under agreement with the County may have access to services provided hereunder (see also sections 3.31 and 3.32 below).
  7. The County reserves the right to add additional contractors, at the County’s sole discretion, in cases where the currently listed contractors are of an insufficient number or skill set to satisfy the County’s needs or to ensure adequate competition on any project or task order work.
  8. The 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.

## SCOPE OF WORK

* 1. The contractor shall perform the scope of services herein at various County building locations for FMD (locations of buildings managed by FMD can be found by visiting <https://www.maricopa.gov/2127/Facilities-Management>, “Facilities We Manage”) and other County departments on an on-demand basis.
  2. The Scope of Work herein shall be extended to Participating Public Agencies (PPA), as appropriate.

* 1. Contractor shall perform maintenance and modernization services, including but not limited to:
     1. Maintenance work orders for preventative and/or predictive maintenance to repair or replace equipment including:
        1. Inspections
        2. Adjustments
        3. Testing and replacement of parts and components to ensure the safety and proper operation of County equipment
     2. Oil and grease work orders to reduce wear and prolong the useful life of moving parts of equipment through proper lubrication.
     3. Emergency repairs may be required in order to restore facilities to full operating condition (see section 2.31.5).
     4. Work shall be scheduled with FMD or other using department staff by the contractor to ensure service operations do not interfere with normal building operations.
     5. 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 performed 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. EQUIPMENT MAINTENANCE AND REPAIR
     1. Contractor shall provide the complete range of maintenance and repair services and solutions to ensure the equipment is fully operational and adheres to all safety requirements as established by the manufacturer. Such services must include, but are not limited to:
        1. Documented maintenance procedures and schedules to ensure reliable performance of equipment under a regularly scheduled program.
        2. Structured maintenance management program to deliver high quality service.
        3. Established system which documents maintenance procedures performed, and service calls received and answered for repairs scheduled and completed.
        4. An effective self-audit system to ensure designated tasks are completed as scheduled, and with the ability to provide reports as requested herein.
  3. EQUIPMENT MODERNIZATION
     1. Contractor shall offer a complete range of repairs and upgrade solutions including, but not limited to general improvements or modifications, renovations, safety, cosmetic appearance, new code requirements, local jurisdiction requirements, insurance requirements, repair of equipment that my need to be modified or replaced due to obsolesces or any damage done to equipment for any reason, part failure, misuse, age, and additional equipment or features added to and/or made to existing elevators or escalators to improve the performance.
     2. Examples of equipment modernization may include, but are not limited to:
        1. New or updated controllers or signal fixtures for all types of equipment.
        2. New hydraulic jack machine or pump unit modifications or replacements.
        3. New installation or modifications to elevator cab interiors, new door edges, new vales, new ropes, etc.
        4. New or modified door equipment, car door operators, shaftway doors or equipment, etc.
        5. ADA upgrades
  4. TRACTION ELEVATORS AND DUMBWAITERS
     1. Contractor shall maintain, repair, or replace parts as necessary, including but not limited to:
        1. Machine drive sheave, drive sheave shaft bearings, brake pulley, brake coil, brake contacts, linings and component parts, gears, worms, thrusts.
        2. Motor and motor generator, motor and generator windings, rotating element, commutator, brushes, brush holders, and bearings, Silicon-Control Rectifiers (SCR) variable voltage drives and components.
        3. Controllers, selector and dispatching equipment, all relays, solid state components, resistors, condensers, transformers, contacts, leads, dashpots, timing devices, computer devices, steel selector tape or cable, and mechanical and electrical driving equipment.
        4. Governor, governor sheave, shaft assembly, bearings, contacts, and governor jaws.
        5. Deflector, car and counterweight sheaves, bearings, car and counterweight buffers, car and counterweight guide rails and brackets, top and bottom limit switches, governor tension sheave assembly, compensating sheave assembly, and counterweight and counterweight guide shoes, including rollers and gibs.
        6. Hoist way door interlocks, hoist way door hangers, bottom door guides, and auxiliary door closing devices. Automatic door operator, car door hanger, car door contact, door protective devices, load-weighing equipment, car frames, car safety mechanism, platform, platform flooring, elevator car guide shoes, gibs and rollers, and signal and operating fixtures, including lights, buzzers, and gongs.
        7. Renew all wire ropes as often as is necessary, or if 'bleeding' or fraying occurs, to maintain an adequate factor of safety and equalize the tension on all hoisting ropes. Repair or replace conductor cables, hoist way, and machine room elevator wiring at no additional cost to the County.
        8. Shorten and re-shackle hoist cables, if stretching of ropes makes this necessary.
        9. For freight elevators with vertical lifting or collapsible car gates and hi-parting, vertical lifting doors or hoist way gates or sidewalk doors, the contractor shall:
           1. Keep car gates in balance for easy operation, renew or repair interlocks and retiring cams, and replace damaged door astragals and worn door guides.
           2. Check the condition and operation of the scanning device and safety edges on car doors and light rays on the car at every visit. If light rays are inoperative, then the contractor shall repair them within 24 hours of establishing inoperability. If the light rays are not maintainable, the contractor shall notify the County and shall replace them at no cost to the County. Light rays shall be solid state "Duo Path," as manufactured by the Innovation Company or T.L. Jones electronic scanning devices.
           3. Contractor will be required to provide, at no cost to the County, stand-by for air conditioning (A.C.) mechanic to maintain elevator self-contained A.C.
  5. HYDRAULIC ELEVATORS
     1. As part of the preventative maintenance program, the contractor shall repair or replace the following parts, as necessary:
        1. Pumping plant, valves, exposed piping, fittings, pistons (unless damaged by corroded cylinder failure), packing, tank, heaters, and mufflers.
        2. Materials covered by traction elevators (see section 2.6), as applicable.
        3. Furnish all oil, lubricants, packing and other materials required for full maintenance of hydraulic elevators.
  6. ESCALATORS
     1. As part of the preventative maintenance program, the contractor shall repair or replace the following parts, as necessary:
        1. machine brake
        2. Sprockets
        3. drives, handrails
        4. step chains
        5. chain
        6. step rollers
        7. step rollers bearings
        8. comb teeth
        9. step treads
        10. tracks, sprockets bearings
        11. sheaves
        12. newel wheels
        13. contacts
        14. coils
        15. skirt switches.
  7. WALKWAYS
     1. As part of the preventative maintenance program, the contractor shall repair or replace the following components and parts as necessary:
        1. Step rollers
        2. Belts
        3. Controller components including resistors, timers, fuses overloads, minor contacts, wiring, and coils
        4. Brake pads, linings, disks or shoes
        5. Brake
        6. Escalator or drive units
        7. Handrail
        8. Handrail drive chains
        9. Main drive chains or belts
        10. PC boards
        11. Solid state devices
        12. Contactors
        13. Sprockets
        14. Step chains
  8. CHAIR, WHEELCHAIR AND PLATFORM LIFTS
     1. The Contractor shall periodically inspect, make minor adjustments, lubricate, and make recommendations for repair or replacement of components.
     2. Re-lamp signal fixtures
  9. EQUIPMENT PERFORMANCE REQUIREMENTS
     1. Contractor shall adjust elevators and maintain, as needed, to meet the following basic operating characteristics and performance standards throughout the term of the contract:
        1. Starting, acceleration, stopping, and leveling operations shall be smooth and free from jars or bumps.
        2. Full speed riding operation shall be without swaying or vibration.
        3. Elevator and door operation shall be quiet.
        4. Stops made upon operation of emergency stop switch shall be more rapid than a routine stop but not violent.
        5. Door pressure shall be maintained below 30 pounds per force.
        6. Maintain accurate leveling of ± 3/8" under all loading conditions, floor-to-floor times, and cycle times.
        7. Group Supervisory System: Keep duplex and group contact system operating at design criteria at all times.
  10. MAINTENANCE OF RENOVATED/MODERNIZED ELEVATOR

The County will have the option to complete renovation or replacement of any elevator currently under this contract, in any manner deemed to be in the best interest of the County. If the renovation or replacement of any elevator is completed through an agreement other than this contract, the contractor shall not be responsible for the maintenance of the renovated or replaced elevator until the warranty period applicable to the renovation or replacement expires.

* 1. ELEVATOR/ESCALATOR OUT OF SERVICE MORE THAN FIVE DAYS

If an elevator or escalator is out-of-service for more than five calendar days, contractor shall deduct from the total monthly maintenance cost on the invoice for that elevator or escalator. An exemption to a deduction related to the five-day limit may be allowed, if approved by the County, in writing.

* 1. REPORTS

2.14.1 Service, Maintenance, Repairs and Emergency Call Reports

* + - 1. Frequency: Monthly
         1. Contractor to supply a computer generated report on service, preventative maintenance (PM), repairs, and emergency calls. These reports shall consist of PM report records and trend logs on all equipment covered by this contract. Trend log reports shall list and compare all repairs, emergency calls, and PM for each elevator. The reports must be provided to the County in Microsoft Excel format. Reports shall include comparison with all other County elevators being serviced under this contract. Reports shall contain the following information:

Requestor(s) Name and Phone Number

Contract Serial Number

County Building Number

Building Address

Machine and Car Number

Time Mechanic Paged

Time Mechanic Responds To Page

Time Mechanic Arrival On Site

Time Work is Completed

Mechanic's Name and Job Title

Number of Calls Year-To-Date For Each Elevator

Description of Problem with Elevator

Work and Parts Required For Repair

Is This A Re-Occurring Problem

Vandalism (Yes or No)

Billable (Yes or No)

Elevator Occupied During Failure (Yes or No)

* + 1. Response for Regular Maintenance Inspection Report:
       1. Frequency: After each inspection

2.14.2.1.1 Upon completion of regular maintenance inspection services, the contractor shall furnish a written report of each inspection to the FMD technical specialist. Reports shall advise of any repairs or repair parts that are necessary to maintain the equipment in acceptable operating condition, as set forth in these specifications.

* 1. CORRECTION ORDERS

2.15.1 The County will provide contractor with correction orders for work needing to be performed. The contractor shall be required to complete the following actions as a result of receiving correction orders:

* + - 1. Acknowledge receipt of all correction orders within one business day.
      2. Identify all County responsibility items (i.e., blown fuse, switch, etc.) within two business days.
      3. Request any and all extensions and copy FMD within seven business days of receipt of correction order, as needed.
      4. Provide completion notice to FMD three business days prior to abatement date.
  1. EXCLUSIONS
     1. The following work is excluded from this contract and is not the responsibility of the contractor:
        1. Main power supply feeders, switches and fuses.
        2. Fire alarm devices and wiring up to the controller.
     2. Some elevator sites are monitored by computer equipment and shall not be the responsibility of the contractor. The sites that have such monitoring devices include:
        1. East Court Building
        2. Central Court Building
        3. West Court Building
  2. COUNTY'S RIGHT TO INSPECT
     1. The County may elect to have the performance of specific elevators evaluated and test witnessed by a neutral party, at intervals not more frequent than annually. The contractor shall provide the necessary manpower and tools, instruments, test weights, etc. required without additional cost to the County to conduct the tests. The cost, if any, of the neutral party shall be incurred by the County.
     2. The County may retain the services of an independent elevator consultant to inspect the elevator performance covered under this maintenance contract. These inspections may be made on a yearly basis during the course of this contract. The cost of this independent consultant shall be incurred by the County.
     3. The elevator consultant will issue the results of these inspections to the County. If non-compliance items are included in the report, the County will issue a punch list to the contractor who shall complete those items within 30 days after notice at no additional cost to the County, providing the punch list items are covered under the maintenance program.
  3. STATE AND/OR CITY INSPECTIONS
     1. Submit to the County Representative corrective action on all noncompliance items from inspection conducted by State and/or local municipality elevator inspectors, in writing, within 30 days of the inspection.
     2. Semi-annual Inspection By Local Municipalities:

It shall be the contractor’s responsibility to coordinate technician support with municipal authorities should they require their presence during such test.

* 1. ELEVATOR KEYS:

All keys used on the elevators for the purpose of maintenance or any services, are the property of the Maricopa County Facilities Management Department and upon termination of this contract, shall be delivered to the Facilities Management Department. Keys include, but are not limited to machine room keys, hoist way access, service cabinets, light and fan, photo eye, lockouts, fire emergency, emergency service, electrical cabinets, spare parts cabinet and emergency exit. Keys shall not be duplicated for any reason without permission from the Facilities Management Department.

* 1. ELEVATOR HOUSEKEEPING:
     1. Within the first three months of contract award, the contractor shall thoroughly clean:
        1. all elevator hoist ways
        2. pits, car tops
        3. machine rooms
     2. The contractor shall clean, lubricate, and adjust:
        1. all car and hoist way door tracks
        2. hangers
        3. interlocks and closures
     3. All scheduled cleaning must be on-going and performed at the following minimum intervals or more frequently, when conditions warrant:
        1. Quarterly: Car tops, pits, machine rooms.
        2. Semi-Annually: Hoist ways and door equipment.
     4. The exterior of the machinery and any other parts of the equipment subject to rust shall be properly prepared, then painted and kept presentable at all times. Prior notification and approval by the technical specialist staff of FMD shall be obtained. The motor windings and control coils are to be periodically treated with proper insulating compound.
     5. The contractor shall promptly remove all debris resulting from any work. Debris such as wiping rags, empty oil cans, trash from pits, etc. will be put in closed metal containers as directed by the County and properly disposed of by the Contractor.
  2. PARTS
     1. The contractor shall keep in each machine room an adequate supply of contacts, switch parts, coils, springs, holders, resistors, relays, lamps, condensers, tubes, transformers, car and hall buttons, fuses, and other parts which are required for immediate replacement together with an adequate supply of lubricants and wiping rags. All supplies shall be stored in metal cabinets or shelves and shall remain on the premises. Contractor shall also maintain closed metal containers for oily rags. All replacement parts shall be obtained from the original manufacturer unless approved by the County.
     2. Obsolete Parts: OEM Parts not available and 3rd party vendor like parts
        1. The contractor shall have the resources to access parts that are found to be obsolete. Obsolete parts must be brought to the attention of the FMD Life Safety staff. If parts cannot be replaced due to obsolescence and not available from any source, the contractor shall:
           1. Replace with current model of obsolete part, or
           2. Manufacture a replacement part, or
           3. Repair/rebuild the obsolete part, or
           4. Recommend to the County other alternatives and/or upgrades.
     3. Contractor shall certify that the original equipment manufacturer's major machine components such as motor elements, machine assemblies, worm gears and other special parts, not stocked locally, can be delivered by air freight within 48 hours should emergency conditions warrant. Any such deliveries shall, however, be at no additional cost to the County (except for vandalism).
  3. UPGRADES

If it is determined that elevator controls/mechanisms are obsolete due to technical advancements, the contractor may be asked to provide a written cost estimate to the County for replacement. The County may obtain cost estimates from outside this contract to ensure pricing is fair and reasonable.

* 1. WIRING AND CONSTRUCTION PRINTS

All wiring and construction printing or diagrams of elevator systems covered under this contract are the property of the County and upon termination of this contract shall be delivered to the County. All changes in circuitry made by the contractor shall be approved by FMD and properly recorded on the diagram including date of change and name of person making change.

* 1. DETENTION FACILITIES SERVICES REQUIREMENTS
     1. Contractors may be required to provide services to detention facilities. Contractors should be aware to use caution when servicing a detention facility:
        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. Contractor’s technicians must, at all times, monitor and account for any and all tools taken into a detention facility.
        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. 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 2.34 - Allowable Pass-Through Costs Under Time And Materials Work (With Mark‑Up). Work outside the scope includes, but is not limited to repair and/or replacement to cab lighting, car exhaust fans, etc.

* 1. PERFORMANCE REQUIREMENTS
     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. 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.
     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 pre-approval, for example, “extra technician pre-approved by ‘person’s name’.”
        1. Contractor's mechanic must check in and out with the County representative on each visit to the Maricopa County downtown Phoenix complex.
     4. Contractor(s) shall not make any changes to the equipment specifications, method of fabrication, or other requirements without the express prior written consent of the County. Any proposed changes shall be presented to the assigned County contact prior to the change taking effect (contact information will be provided on purchase orders).
     5. Contractor(s) shall utilize only original equipment manufacturer (OEM) parts, as recommended by the equipment manufacturer, for replacement or repair, and use only those materials obtained from and/or recommended by the equipment manufacturer(s) unless pre-approved in writing by the County.
     6. Contractor(s) shall coordinate all work schedules with the County before beginning any work which requires a utility outage or outage of equipment. Outages shall be arranged with the County in advance, if possible, and such work shall only be performed during County-approved times. The County must be notified immediately of any unanticipated outage and if any equipment is mistakenly taken out of service.
  2. REPLACEMENT OR OVERHAUL OF EQUIPMENT
     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. 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.
  3. CONTRACTOR QUALIFICATIONS
     1. Contractor(s) shall be licensed to perform all work contemplated in this contract, including, but not limited to, those required by the State of Arizona Registrar of Contractors. Proof of such shall be provided at time of bid and shall be maintained throughout the term of this contract.
     2. Contractor must meet all Federal EPA and Occupational Safety and Health Administration (OSHA) in the proper handling and disposal of special waste or contaminated materials generated by services rendered.
     3. Contractor should be factory authorized and able to perform full maintenance, repairs, installations for all tools and equipment utilized in the performance of this contract.
     4. Contractor(s) shall be qualified and able to comply with all other requirements listed in the Scope of Services.
     5. Required Experience
        1. Contractor shall have a minimum of five years of experience performing the work listed in the Scope of Work. Proof of such must accompany the bid packet.
        2. Contractor’sfirm 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.
        3. Contractor shall employ a minimum of five technicians, unless otherwise negotiated with the County, who are qualified to perform all work and to adequately service Maricopa County facilities. Contractor's technical staff have the following qualifications, and proof of such shall accompany the bid packet:
           1. Be thoroughly trained, with a minimum of five years’ experience performing the work listed in the Scope of Services.
  4. CONTRACTOR REQUIREMENTS
     1. Contractor must maintain a minimum of five 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 elevator and escalator repair and maintenance. Proof of such must accompany the bid packet and truck fleet may be inspected prior to award.
     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.
     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.
        1. Contractor shall provide evidence of appropriate labor and supervision by listing personnel and their qualifications in Attachment E – Personnel Qualifications. Attachment E shall accompany the bid packet and shall be maintained throughout the contract.
        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 shall accompany the bid packet and shall be maintained throughout the contract.
     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.
        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. “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.
     5. Contractor shall be responsible for obtaining and transporting equipment to and from the job site. In this regard, the contractor shall:
        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. Arrange for lease or rental of any special tools and equipment needed to perform the work.
           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. 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.
        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.
     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.
     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.
        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 billed to the contractor.
     8. Contractor shall perform all services in such a manner that County property is not damaged.
        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. 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 billed to the contractor.
     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.
     10. Contractor must have a business facility within 50 miles of 401 W. Jefferson Street, Phoenix, AZ 85003, for work performed for Maricopa County.
     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.
     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.
     13. To avoid the potential transmission of COVID-19 in any County-owned or -leased facilities, prior to entering, or when on any Maricopa County facility, property, building, or structure, all 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.
     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.
     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
     1. Only authorized employees of the contractor are allowed on Maricopa County work sites. Contractor’s employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the contractor.
     2. 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.
     3. County may conduct audits and performance reviews throughout the term of a contract to ensure contract compliance by the contractor.
     4. It is the contractor’s responsibility to inform FMD (or other using agency) of any updates to electrical panels; therefore, the contractor shall label and identify all electrical components and shall put the newly updated panel schedule(s) inside the modified electrical panel. The new schedule will be dated (MM/DD/YYYY) and the existing schedule shall remain in the panel behind the new schedule.
  5. BUILDING ACCESS
     1. The contractor may be provided access to County facilities at the discretion of FMD. Keys, badges, or access cards will be provided per the following guidelines:
        1. 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. permanent keys may be provided to contractor employees on a case-by-case basis; or
        3. badges or access cards may be provided to contractor employees for access to the job site.
     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.
     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.
     4. Once this agreement is complete, expired, or terminated, the contractor shall immediately return all keys, badges, or access cards to the County.
     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.
  6. HOURS OF SERVICE
     1. Contractor shall 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. Services shall be available 24/7, 365 days per year.
     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.
     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.
     5. Contractors shall respond to emergency service requests immediately and report on-site to begin work within one hour of an emergency service call request regardless of the day/time of day, weekend, or holiday.
        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. After hours are between the hours of 6:00 p.m. and prior to 6:00 a.m., MST, Monday through Friday.
        3. Weekends are anytime on a Saturday or a Sunday.
        4. Holidays are County holidays.
        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.
        6. Due to the nature of work in public buildings, FMD will dictate during what service hours the contractor shall provide services.
  7. TIME AND MATERIALS WORK AND PROJECT WORK
     1. All work will be completed as Time & Material (T&M) work, project work, or preventative maintenance. 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 priced below the T&M threshold may be performed as T&M work as negotiated with the County, in which case project work language will be removed at the time of contract award.
     2. Contract award to multiple contractors will result in a call order (first, second, third, etc.) for T&M work. The call order will be determined by respondents lowest average hourly pricing for labor found in the bid responses on Attachment D – Pricing Sheet.
     3. Contractor is responsible for confirming the appropriate billing method with the FMD project manager (or other using department) prior to start of work.
     4. A request for a price estimate does not imply that work may be billed as a project.
     5. Time and Materials Work
        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** **$25,000** 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. County reserves the right to adjust the **$25,000** T&M threshold if such adjustment is deemed to be in the County’s best interest.
        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.
        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.
        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.
        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.
        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.
        8. Contractor must have availability for 24/7 emergency T&M response.
        9. T&M repairs may take place in response to emergency calls.
     6. Project Work
        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. Project work shall be work that has been planned and has estimated costs **in excess of $25,000**. The County reserves the right to adjust the **$25,000** project threshold if deemed in the County’s best interest.
        3. 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.
        4. County’s project quote sheet will contain the following information:
           1. Contract serial number and name
           2. Name and address of site
           3. FMD site number
           4. Detailed scope of work
           5. Other information relative to the scope of work
           6. Project start/finish timeline (optional)
           7. Check box for “will quote” or “will not quote” the project
           8. Signature line for both the County and the Contractor
        5. 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.
        6. 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.
        7. 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 contactor, either party may terminate the discussions and the County may seek to re-bid and/or deliver the project through other procurement options.
        8. 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”.
        9. 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.
        10. Upon project completion, contractor will provide County with a closeout package containing documents that County has identified in the in the project bid. Requested documents may include, but are not limited to, warranty letters, product list, operation and maintenance manuals, and a vendor list.
     7. Preventative Maintenance Service
        1. All Preventative Maintenance (PM) shall be performed in accordance with industry standards and manufacturer recommendations.
        2. Repairs may be initiated during PM service with permission of the County. Contractor shall advise the County of the need for repairs and a separate work order may be issued if work is approved.
        3. PM and/or repair work shall be billed individually (per work order) and not bundled together on an invoice.
        4. PM shall be performed monthly, semi-annually, and annually according to the schedule included as Exhibit 5 – Sample Hydraulic Elevator Maintenance Log. Contractors shall perform the maintenance in accordance with all manufacturer specifications.
  8. TIME AND MATERIALS CONSUMABLES

Contractor(s) must provide all equipment, consumable shop supplies (rags, cleaners, solvents, gases, etc.), miscellaneous parts (screws, bolts, nuts, small items, etc.), and tools necessary to perform all required services. Contractor 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.

* 1. ALLOWABLE PASS-THROUGH COSTS WITH MARK‑UP UNDER TIME AND MATERIALS WORK
     1. Authorized costs which are not listed on the pricing page shall be paid for by the contractor and invoiced to the County. Supporting documents for any allowable pass-through cost shall accompany each final invoice. All pass-through supporting documents must be itemized for labor, materials, and taxes. The following fees will be allowed a **five percent** administrative mark-up:
        1. Use of subcontractors: The use of labor by subcontractors performing any work not normally performed in the scope of elevator and escalator maintenance and repair services, and that cannot be performed by the prime contractor (e.g., plumbing, electrical, structural, and rigging, etc.) and that may require specialized licensing and/or certification.
           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. ALLOWABLE PASS-THROUGH COSTS WITH NO MARK-UP UNDER TIME AND MATERIALS WORK
     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.
        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. 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. 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.
     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.
  3. ASBESTOS AND HAZARDOUS CONDITIONS ABATEMENT
     1. Contractor shall notify the County immediately of any concerns regarding asbestos or other hazardous conditions.
     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.
  4. 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.

* 1. CANCELLATION COST
     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. 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. 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.

## PURCHASING REQUIREMENTS

* 1. DELIVERY REQUIREMENTS
     1. Delivery shall be F.O.B. Destination Freight Prepaid.
     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. Contractor shall notify the County representative listed on the order if the requested delivery date and/or the anticipated lead time cannot be met.
     4. Failure to communicate to County changes in the order status may result in default proceedings.
     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.
     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.
     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.
     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, AZ 85009

Warehouse Manager: 602-506-2501

Warehouse Specialist: 602-506-1935

* 1. SHIPPING TERMS
     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 Maricopa County.
     2. Standard shipping of goods shall arrive within five business days of order placement.
     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.
     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.
     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.
     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.
     7. Contractor is responsible for shipping and handling fees related to returned items when the items have been ordered by the contractor.
  2. SHIPPING DOCUMENTS
     1. A packing list or other suitable shipping document shall accompany each shipment and shall include the following:
        1. Contract serial number
        2. Contractor’s name and address
        3. Department name and address
        4. Department purchase order number
        5. A description of product(s) shipped, including item number(s), quantity(ies), number of containers and package number(s), as applicable
  3. EXPEDITED DELIVERY
     1. If the department determines that expedited delivery or other alternate shipping is required, it shall notify the contractor. The contractor shall determine any additional costs associated with such delivery terms and communicate that cost to the department.
     2. The department 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 department shall advise the contractor to proceed.
     3. Upon receipt of material(s) and invoicing, the department shall ensure that any additional charges are in compliance with and do not exceed agreed to costs. The department shall retain all documents related to these costs.
  4. PERFORMANCE

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

* 1. OPERATING MANUALS

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

* 1. INSTALLATION

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

* 1. TECHNICAL TRAINING TO COUNTY STAFF
     1. Contractor may be required to provide technical expertise training in elevator and escalator repair and/or maintenance services. Training requested may be for old or new technology.
     2. Contractor shall be given advance notice to prepare, research, and schedule staff in order to provide an adequate presentation. The cost of for training shall be line item priced in the pricing section of the contract. Exceptions: Equipment purchased under project work shall be specified in the job scope to include training.
     3. Training sessions shall be provided upon request by applicable County agencies.
     4. Training shall be held at a County facility unless it is deemed necessary for the training to take place at contractor’s facility.
     5. Technical training shall be performed during regular business hours.
     6. Contractor shall provide all training aids (e.g., service manuals, mock-up equipment; etc.).
     7. County, under a separate purchase order, may purchase service manuals.
  2. SAMPLES

Contractor may be requested to furnish samples of material(s) bid to allow for examination by the County. Any materials so requested shall be furnished within 10 working days from the date of request and furnished at no cost to the County and sent to the address designated in the requesting correspondence. Samples become the property of the County upon receipt.

* 1. TESTING

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

* 1. COUNTY INSPECTION OF SERVICES
     1. The contractor shall provide and maintain an inspection system that is acceptable to the County covering the preventative maintenance services required under this contract. Complete records of all inspection work performed by the contractor shall be maintained and made available to County during term of the contract and as required by the County, as per Section 3.35 – RIGHTS IN DATA.
     2. County has the right to inspect and test all services called for by the contract, to the extent practicable, at all times and places during the term of the contract. County will perform inspections and tests in a manner that will not unduly delay the work of the contractor.
     3. 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:
        1. Require the contractor to take necessary action to ensure that future performance conforms to contract requirements; and
        2. Reduce the contract price to reflect the reduced value of the services performed.
     4. If the contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, County may:
     5. 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.

* 1. ACCEPTANCE

Upon completion of services, service delivery shall be deemed accepted and the warranty period shall begin when a) material(s)/equipment is installed (as necessary) and fully operational; and/or 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.

* 1. FACTORY AUTHORIZED SERVICE AVAILABILITY

The Contractor shall have access to factory authorized service facility. The facility shall be capable of supplying and installing component parts, troubleshooting, repairing and maintaining the material(s). Minimum service hours for the facility shall be from 8:00 A.M. through 5:00 P.M., Arizona Time, Monday through Friday.

* 1. WARRANTY
     1. All services furnished under this contract shall conform to the requirements of this contract.
     2. Service and/or Repair Warranty
        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.
        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. 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.
        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.
        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. 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.

* 1. STOCK

The contractor shall be expected to stock sufficient quantities as may be necessary to meet the County’s needs and deliver as stated in the RFP.

* 1. DISCONTINUED MATERIALS
     1. In the event that a manufacturer discontinues materials, the County may allow the contractor to provide a substitute for the discontinued item or may cancel the contract. If the contractor requests permission to substitute a new material, the contractor shall provide the following to the County:
        1. Documentation from the manufacturer that the material has been discontinued.
        2. Documentation that names the replacement material.
        3. Documentation that provides clear and convincing evidence that the replacement material meets or exceeds all specifications required by the original solicitation.
        4. Documentation that provides clear and convincing evidence that the replacement material will be compatible with all the functions or uses of the discontinued material.
        5. Documentation confirming that the price for the replacement is the same as or less than the discontinued material.
     2. Material discontinuance applies only to those materials specifically listed on any resultant contract. This will not apply to catalog items not specifically listed on any resultant contract.
  2. BRAND NAME

In some cases, brand names have been listed in order to define the desired quality and are not intended to be restrictive or to limit competition. Materials substantially equivalent to those designated shall qualify for consideration.

* 1. MODEL/YEAR OF MATERIALS

The County will only accept bids offering the most current model/year equipment/material(s).

* 1. ORDER CUTOFF INFORMATION
     1. Contractors submitting bids shall advise the County of all known order cutoff dates/times for the equipment/product(s) specified in this solicitation at the time of bid submission. Notification of any subsequent cutoff date(s)/time(s) (learned after submission of bid) shall also be the contractor’s responsibility. The contractor shall advise the County of subsequent cutoff date(s)/time(s) by notifying the procurement officer, in writing, of the new information.
     2. If the item(s) become no longer available, contractor shall notify County of the last available ordering date for the item(s) and may provide County with alternative item(s) that the County may elect to purchase at its option. If the alternative item(s) do not meet the County’s requirements, County may take action including termination of this contract for convenience per Section 11.13 of Exhibit 3 – Draft Contract.
  2. ORDER LEAD-TIME NOTIFICATION

Contractors submitting bids shall advise the County of lead-time(s) for the required items specified in this solicitation at the time of bid submission. Notification of any changes to lead time (learned after submission of bid) shall also be the contractor’s responsibility. The contractor shall also notify all County representatives included on purchase orders of lead-time information.

* 1. 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.

* 1. 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.

* 1. MAINTENANCE

The contractor shall provide maintenance for the materials under this contract upon acceptance of materials by the department.

* 1. TRADE-INS

Contractor may be requested to submit prices on trade-in(s). Whether materials will actually be traded is at the option of the County.

* 1. CONTRACTOR EMPLOYEE MANAGEMENT
     1. Contractor shall endeavor to maintain the personnel proposed in their proposal throughout the performance of this contract.
     2. If contractor personnel’s employment status changes, contractor shall provide County a list of proposed replacements with equivalent or greater experience.
     3. Under no circumstances shall the implementation schedule be impacted by a personnel change on the part of the contractor.
     4. Contractor shall not reassign any key personnel identified in their proposal without the express consent of the County.
     5. County reserves the right to immediately remove from its premises any contractor personnel it determines to be a risk to County operations.
     6. County reserves the right to request the replacement of any contractor personnel at any time, for any reason.
  2. USAGE REPORT

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

* 1. INVOICES AND PAYMENTS
     1. Payment terms will be calculated based on the date a properly completed invoice is received by the County.
     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. 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/delivery 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).

* + 1. Time and material commodities must be billed as a separate line item on the invoice.
    2. Billable Parts Pricing:
       1. All parts sold to the County MUST be itemized and priced in one of two formats:
          1. priced separately as contractor’s cost, then cost + percentage price (i.e., $25.00 [contractor’s cost] $30.00 [cost + percentage]); or
          2. priced singularly (contractor’s cost + percentage, i.e., $30.00), with a statement at the bottom of invoice that states “The above parts pricing reflects XX% over cost.”
       2. County retains the right to refuse to pay for incorrectly invoiced parts until correct invoicing, as described in this section, is submitted by the contractor.
    3. Invoicing for project work must contain:
       1. Contract serial number
       2. Purchase order number (if used)
       3. Terms as bid
       4. Description of work performed
       5. Location of job site and FMD site number
       6. Project cost as quoted
       7. Applicable construction tax if required (65 percent of retail tax rate)
       8. Grand total
       9. The project quote sheet and all change orders shall be attached to the invoice
    4. Invoicing that does not have all the required information as listed above, will be sent back for corrections, delaying payment to the contractor.
    5. Problems regarding billing or invoicing shall be directed to the department as listed on the purchase order. 
       1. FMD questions regarding billing or invoicing should go to FMD accounts payable ([FMD-AccountsPayable@mail.maricopa.gov](mailto:FMD-AccountsPayable@mail.maricopa.gov)).
    6. FMD reserves the right to request additional information and/or documentation be submitted with invoices that is not otherwise listed herein.
    7. 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>.
    8. Discounts offered in the contract shall be calculated based on the date a properly completed invoice is received by the County.
    9. 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.
  1. 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.

* 1. APPLICABLE TAXES

* + 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.
    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 related information at <https://www.azdor.gov/Business.aspx>. Once your bid is submitted, the offer is valid for the time specified in this solicitation, regardless of mistake or omission of tax liability. If the County finds overpayment of a project due to tax consideration that was not due, the contractor shall 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. Tax Indemnification: Contractor and all subcontractors shall pay all Federal, state, and local taxes applicable to their operation and any persons employed by the contractor. Contractor shall, and require all subcontractors to, hold Maricopa County harmless from any responsibility for taxes, damages, and interest, if applicable, contributions required under Federal and/or state and local laws and regulations, and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security, and Workers’ Compensation. Contractor may be required to establish, to the satisfaction of County, that any and all fees and taxes due to the City, County, 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).
  1. POST AWARD MEETING

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

* 1. STRATEGIC ALLIANCE for VOLUME EXPENDITURES (SAVE)

The County is a member of the SAVE cooperative purchasing group. SAVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the SAVE Cooperative Purchasing Agreement, and with the concurrence of the successful respondent under this solicitation, a member of SAVE may access a contract resulting from a solicitation issued by the County. If contractor does not want to grant such access to a member of SAVE, state so in contractor’s bid. In the absence of a statement to the contrary, the County will assume that contractor does wish to grant access to any contract that may result from this bid. The County assumes no responsibility for any purchases by using entities.

* 1. 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.

* 1. 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.

* 1. PUBLIC RECORDS

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

* 1. RIGHTS IN DATA
     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.
     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.
  2. ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW
     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 longest. The County, Federal or state auditors and any other persons duly authorized by the department shall have full access to and the right to examine, copy, and make use of, any and all said materials.
     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.
  3. INFLUENCE
     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.
     2. An attempt to influence includes, but is not limited to:
        1. A person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type of valuable contribution or subsidy that is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.
     3. If a person attempts to influence any employee or agent of Maricopa County, the chief procurement officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.
     4. 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.

## CONTRACTUAL AND SPECIAL TERMS & CONDITIONS

* 1. DRAFT CONTRACT SEE EXHIBIT 3

## INSTRUCTIONS TO RESPONDENTS (Note that this section does not become part of any resultant contract.)

* 1. Proposers are solely responsible for submitting proposals, and any modifications or withdrawals, to be received by the designated time as indicated by the solicitation (RFP, ITN, or any other solicitation notice).
  2. Any proposal, modification, or withdrawal received after the designated time is late, per Paragraph MC1‑321 of the Maricopa County Procurement Code; late submissions will be rejected and not be evaluated.
  3. SCHEDULE OF EVENTS

Request for Proposals Issued: April 06, 2023

Pre-Proposal Conference: April 19, 2023

Deadline for submitting written questions is by the end of business, 4:00 p.m. MST, two business days after Pre-Proposal Conference. Questions will ***not*** be responded to prior to the Pre-Proposal Conference. All written questions will be answered. All questions and answers shall be posted to the e-procurement platform ([www.periscopeS2G.com](http://www.periscopeS2G.com)) in the “Q&A” tab for the solicitation.

Proposals Opening Date: May 09, 2023

Deadline for submission of proposals is 2:00 p.m. MST on **Tuesday, May 9, 2023.** All proposals must be received before 2:00 p.m. MST on this date via the e-procurement platform.

Proposed review of proposals and short list decision: Week of May 15, 2023

Proposed respondent presentations: (if required) Week of May 22, 2023

Proposed selection and negotiation: Week of June 5, 2023

Proposed Best & Final (if required) Week of June 12, 2023

Proposed award of contract: July 1, 2023

All responses to this RFP become the property of Maricopa County and (other than pricing) will be held confidential until the award of the contract, to the extent permissible by law. After award of contract, responses become public record, except for such offers or sections thereof determined to contain proprietary or confidential information by the Office of Procurement Services. The County will not be held accountable if material from proposal responses is obtained without the written consent of the respondent by parties other than the County. If a contract is not awarded as a result of this solicitation, responses to this RFP do not become public record.

* 1. INQUIRIES
     1. Inquiries concerning information herein must be submitted prior to the question deadline date/time posted in Periscope S2G in the “Q&A” tab.
     2. Administrative telephone/email inquiries shall be addressed to:

Robert namor, PROCUREMENT OFFICER

TELEPHONE: (602) 506-8707

Robert.Namor@maricopa.gov

* + 1. Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

* 1. INSTRUCTIONS FOR PREPARING AND SUBMITTING PROPOSALS
     1. Respondents **shall submit their proposals electronically via the County’s the e-procurement platform (**see EXHIBIT 1 for Periscope S2G Electronic Submission Instructions**) prior to the bid closing and in accordance with Section 5.5 as follows:**
        1. Respondents shall upload each response document individually.
        2. There are documents related to this solicitation located in the “Documents” tab in the e-procurement platform. Respondents must follow instructions to view/accept these documents before an offer can be placed on this bid.
        3. Attachments: **All attachments required to be submitted must be submitted with the bid or the bid will be non-responsive to the solicitation and will not be considered for award**.
        4. All documents shall be uploaded in their native file format (Word, Excel, etc.).
        5. The following naming convention shall be utilized for each document: **Vendor Name – Document Name**.
        6. In the event that the respondent would like to request that certain documents be held confidential, they shall include “Confidential” in the document name. See Section 3.34 - Public Records for more information.
        7. Proposals shall be signed by an owner, partner, or corporate official who has been authorized to make such commitments (see Attachment B – Agreement Page)
     2. All prices shall be held firm for a period of one year after the RFP closing date.
  2. FORMAT AND CONTENT
     1. To aid in the evaluation, it is desired that all proposals follow the same general format. Responses are limited to 100 pages, 10-point font type. The proposal must be submitted electronically and have documents clearly labeled as indicated below:
        1. Proposal – This section shall contain an executive summary (an outline of the general approach utilized in the proposal), and a statement of all of the programs and services proposed, including conclusions and generalized recommendations. Proposals should be all-inclusive, detailing respondent’s best offer.
        2. Qualifications – This section shall describe the respondent’s ability and experience related to the programs and services proposed. All project personnel, as applicable, shall be listed, including a description of assignments and responsibilities, a resume of professional experience, an estimate of the time each would devote to this program, and other pertinent information.
        3. Exceptions to the Solicitation (See Section 5.7 – Exceptions to the Solicitation for instructions and formatting information)
        4. Attachment A – Vendor Information (A fillable webform on the e-procurement platform in the “Documents” section for this bid and which must be completed as part of a bid packet submission)
        5. Attachment B – Agreement Page (Sign and upload as part of bid packet submission)
        6. Attachment C – References (Upload as part of bid packet submission)
        7. Attachment D – Pricing Sheet is an Excel spreadsheet that must be downloaded from the document section of the e-procurement platform, completed, and uploaded as part of a bid packet submission.
        8. Attachment E – Personnel Qualifications: List all staff technicians that may provide the scope of services herein, including name, title, years of experience, field(s) of expertise, and applicable licensing. Download, complete, and upload as part of bid packet. In addition, upload copies of applicable certifications and licensing.
        9. Attachment F – Vehicle and Equipment Listing: List vehicles and equipment that may be used in fulfilling the scope of services herein. Download, complete and upload as part of bid packet.
        10. Attachment G – Public Promise Procurement
            1. Appendix 2 – PPP Administration Agreement. Sign and upload as part of bid packet.
            2. Appendix 4 – Supplier Worksheet. Complete, sign, and upload as part of bid packet.
            3. Appendix 6 - Federal Contract Terms and Conditions. Complete, Sign and upload all required forms as part of bid packet.
            4. Appendix 7 – New Jersey Business Requirements. Complete, Sig and upload all required forms as part of bid packet.
            5. Appendix 9 – National Pricing, Complete and upload all forms as part of bid packet.
        11. Exhibit 2 – Sole Proprietor Waiver (if applicable)

**NOTE: The proposal should be specific and complete in every detail. It should be practical and provide a straightforward, concise delineation of capabilities to satisfactorily perform the contract being sought.**

**The respondent should not necessarily limit the proposal to the performance of the services in accordance with this Review of Qualifications but should outline any additional services and their costs if the respondent deems them necessary to accomplish the program.**

* 1. EXCEPTIONS TO THE SOLICITATION
     1. The respondent shall identify and list all exceptions taken to all sections of the RFP for SERIAL # 230122, ELEVATOR, ESCALATOR, WALKWAY, AND LIFT, NEW CONSTRUCTION, MODERNIZATION, MAINTENANCE, AND REPAIR SERVICES, referencing the section (paragraph) where the exception exists and, if applicable, providing any proposed alternatives to the requirement under the heading, “Exception to the ELEVATOR, ESCALATOR, WALKWAY, AND LIFT, NEW CONSTRUCTION, MODERNIZATION, MAINTENANCE, AND REPAIR SERVICES Solicitation, SERIAL # 230122.”
     2. **Exceptions that surface elsewhere and that do not also appear under the heading, “Exceptions to the** ELEVATOR, ESCALATOR, WALKWAY, AND LIFT, NEW CONSTRUCTION, MODERNIZATION, MAINTENANCE, AND REPAIR SERVICES **Solicitation, SERIAL #** 230122**” shall be considered invalid and void and of no contractual significance.**
     3. The County reserves the rights to accept any exception, discuss the exemption with the offeror, or reject any exception.
  2. EVALUATION OF PROPOSAL – SELECTION FACTORS
     1. A proposal evaluation committee shall be appointed, chaired by the procurement officer, to evaluate each proposal. At the County’s option, respondents may be invited to present their solution to the evaluation committee. Best & Final offers and/or negotiations may be conducted, as needed, with the highest rated respondent(s). Proposals will be evaluated on the following criteria, which are listed in descending or equal order of importance.
        1. Respondent’s proposed solutions and compliance with specifications
        2. Respondent qualifications
        3. Price

NOTES: RESPONDENTS ARE REQUIRED TO USE PROVIDED FORMS **(ATTACHED OR AVAILABLE VIA THE E‑PROCUREMENT PLATFORM)** TO SUBMIT THEIR PROPOSAL.

RESPONDENTS ARE STRONGLY ENCOURAGED TO REVIEW MARICOPA COUNTY’S “STANDARD TERMS AND CONDITIONS” PRIOR TO SUBMITTING A BID. FOR THIS INFORMATION, GO TO [h](https://www.maricopa.gov/DocumentCenter/View/6453)[ttps://www.maricopa.gov/DocumentCenter/View/6453](https://www.maricopa.gov/DocumentCenter/View/6453).

### **ATTACHMENT A:** **VENDOR INFORMATION**

Attachment A – Vendor Information is a fillable webform on Periscope S2G in the “Documents” section for this bid. It must be completed as part of a bid packet submission.

### **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>**.**

RESPONDENT (FIRM) SUBMITTING PROPOSAL FEDERAL TAX ID # DUNS #

PRINTED NAME AND TITLE AUTHORIZED SIGNATURE

ADDRESS TELEPHONE # FAX #

CITY STATE ZIP DATE

WEBSITE EMAIL

### **ATTACHMENT C:** **REFERENCES**

**RESPONDENT SUBMITTING BID:**

1. COMPANY NAME:

ADDRESS:

CONTACT PERSON:

TELEPHONE: EMAIL:

1. COMPANY NAME:

ADDRESS:

CONTACT PERSON:

TELEPHONE: EMAIL:

1. COMPANY NAME:

ADDRESS:

CONTACT PERSON:

TELEPHONE: EMAIL:

1. COMPANY NAME:

ADDRESS:

CONTACT PERSON:

TELEPHONE: EMAIL:

1. COMPANY NAME:

ADDRESS:

CONTACT PERSON:

TELEPHONE: EMAIL:

### **ATTACHMENT D: PRICING SHEET**

Attachment D – Pricing Sheet is an Excel spreadsheet that must be downloaded from the document section of the e-procurement platform, completed, and uploaded as part of a bid packet submission.

## ATTACHMENT E: PERSONNEL QUALIFICATIONS

Attachment E – Personnel Qualifications is an Excel spread sheet that must be downloaded from the Documents section of Periscope S2G, completed, and uploaded as part of a bid packet submission.

## ATTACHMENT F: VEHICLE AND EQUIPMENT LISTING

Attachment F – Vehicle and Equipment Listing is an Excel spread sheet that must be downloaded from the Documents section of Periscope S2G, completed, and uploaded as part of a bid packet submission.

**ATTACHMENT G – PUBLIC PROMISE PROCUREMENT**

Attachment G – Public Promise Procurement is Word document that must be downloaded from the documents section of PeriscopeS2G, completed, and uploaded as part of a bid packet submission.

Respondent is required to execute the Public Promise Procurement, including all PPP appendices, as directed, unaltered and submit with the supplier’s proposal without exception or alteration. Failure to do so may result in the submission being deemed non-responsive and disqualified from award consideration.

### **EXHIBIT 1: PERISCOPE S2G ELECTRONIC SUBMISSION INSTRUCTIONS**

*NOTE: The e-procurement platform,* *Periscope S2G, was formally known as BidSync. Any reference to BidSync on the site or in past/current/future bid documents is a reference to Periscope S2G.*

**When submitting a response (proposal, quote or bid) electronically through the e-procurement platform, it is the sole responsibility of the vendor to ensure that the response, including all necessary attachments, is received prior to the indicated closing date and time, Mountain Standard** **Time.**

**Be aware that submitting a password in the e-procurement platform acts as an electronic signature which is just as legal and binding as an original signature (see Electronic Signatures in Global and National Commerce Act for more information**).

***Vendors must be registered in*** [***Periscope S2G***](https://www.periscopeholdings.com/s2g) ***in order to participate in the bidding process for this solicitation.***

Vendors can register for a free S2G Limited account at [periscopeholdings.com/s2g](file:///\\dacrspprocfs01.enterprise.maricopa.gov\proc$\QAQC\Art%203%20templates\FMD\FMD%20RFP%20solicitation%20template\periscopeholdings.com\s2g). Registered users will be able to search for bids, access bid information and documents, receive notifications about bids, and submit bids via [Periscope S2G](https://www.periscopeholdings.com/s2g) ([periscopeholdings.com/s2g](https://www.periscopeholdings.com/s2g)) for all open Maricopa County bids.

**ONLY RESPONSES THAT ARE SUBMITTED THROUGH PERISCOPE S2G WILL BE CONSIDERED.**

For assistance with the e-procurement platform, contact Periscope S2G Vendor Support during regular business hours: Phone: 1-800-990-9339, Email: [S2G-support@periscopeholdings.com](mailto:S2G-support@periscopeholdings.com); or visit the [Periscope S2G support portal](https://support.bidsync.com/hc/en-us#close).

FINDING A SOLICITATION AT PERISCOPE S2G

Use the filter function on the left side of the screen to locate a bid (solicitation).

1. Enter keyword(s) and click Search.
   1. If searching by bid number, be sure to enter the number AND any added letters with NO spaces (e.g., 200104-RFP).
   2. If searching by bid name, enter the entire bid name.
   3. If respondent does not know the entire bid number or name, enter “Maricopa” as the keyword to limit the search results to open bids for Maricopa County.
2. Select the name of the desired bid from the search results.
3. General information about the bid will display, such as a brief summary, the name of the procurement officer assigned to the bid and their contact information, the “Bid End Date” (the due date for submission, affiliated NIGP codes, a pre-bid conference date(if any), and a deadline for submitting questions.
4. Select **See Bid Details** at the bottom of the screen to access the bid**.**

**(NOTE: *If a respondent has been invited to a private bid, they will need to use the link in the invitation email to access the bid. Private bids are not accessible using the search option in Periscope S2G*.)**

SUBMITTING A BID

**Complete steps as indicated in order to place an offer.**

Regardless of which tab the bidder selects, the following is displayed on the screen:

* “Fill out qualifications for this agency. **Click here**:” If required to provide qualifications, click on the link and provide information as indicated. When all information has been added, enter the respondent’s Periscope S2G password and click **Submit** to send the response.
* Addendums: Any addendum to the bid will be listed on this page. Bidder is responsible for reading and acknowledging all related addendums.
* “**Place offer**/Place **No Bid**:” When all required information has been uploaded and acknowledgements have been completed, select “**Place offer**” to submit the bid. If no bid will be submitted, select Place “**No Bid**.”

**A RESPONDENT’S BID WILL NOT BE ACCEPTED AS RESPONSIVE BY THE COUNTY UNLESS ALL REQUIRED INFORMATION HAS BEEN PROVIDED. THIS INCLUDES VIEWING/ACCEPTING ALL DOCUMENTS, UPLOADING REQUIRED ATTACHMENTS/QUALIFICATIONS, AND PROVIDING AN OFFER/PROPOSAL.**

Details tab

* **TURN ON “Notifications”** by selecting “Notify me about this Bid” in the upper right corner of the screen. This must be turned on in order to receive notifications about Addendums, submitted questions and related answers, and pre-bid conference information about the bid. (NOTE: If the respondent opts not to turn ON notifications in the Details tab, they will **not** receive a confirmation email that their offer is received.)
* Read through the entire details page for critical information about the bid and submission requirements.

Documents tab

* Read the instructions to view/accept documents.
* Some documents require that after viewing, the bidder provide their Periscope S2G password in acknowledgement that the document has been viewed. The password acts as an electronic signature and is as legal and binding as an original signature. (See Electronic Signatures in Global and National Commerce Act for more information).
* Some documents require only that the respondent view the document. Closing the document will signal that it has been viewed.
* Some documents are attachments that must be included with a respondent’s bid in order to be “responsive” to this bid.
* **All documents must be viewed/accepted prior to placing a bid. Attachments requiring uploads should be done at the line item level.**
* Respondent should **Save** their work at least every 30 minutes to avoid losing any data that has been entered.

Line items tab

* Select **Place offer** to be able to open a window where the respondent can provide pricing.
* A window will open displaying all line items. Provide all pertinent information for line items on which the respondent wishes to bid:
  + Enter the Unit Price
  + Include an **Alternate Offer** if applicable
  + Enter any applicable notes to individual line items
  + Upload any attachments related to line items
* Enter any note that applies to the bid as a whole.
* **Save work** at least once every 30 minutes to avoid losing any data that has been entered.
* **Review response** (link below the last line item) when all items have been entered. Respondent’s offer for all line items will display. (If respondent has entered any alternate offers, the Base Price Differential between initial offers and any alternate offers will display.)
* **IMPORTANT: Check the offer summary. If a mistake has been made on an offer, click on the "Back" button and change the offer information.**
* Addendums for the bid are displayed below the offer summary. The respondent will be asked to accept them if this has not yet been done. Addendums must be accepted for the bid to be accepted.
* To receive confirmation of receipt of the offer, select the box next to “Please send me a confirmation email.” (NOTE: If the respondent has opted not to turn ON notifications in the Details tab, they will **not** receive a confirmation email.)
* Confirm and submit response. The respondent must provide their Periscope S2G password in order to **Confirm and submit** their response. The password acts as an electronic signature and is as legal and binding as an original signature. (See Electronic Signatures in Global and National Commerce Act for more information).
* The respondent has the ability to change their offer and resubmit any time before the due date and time for the bid. Select **Return to offer** at the bottom of the screen to return to the line items to make changes. The offer that is last submitted prior to the due date/time is the offer that will be considered by the County.
* To return to the Bid Information screen, select the **Go to Bid Information** link on the upper left side of the “Line items” screen.

Q&A tab

* Inquiries about the bid must be submitted via the e-procurement platform by the question deadline posted in the “Q&A” tab:
  + Select **Ask Question** to post a question
* All questions and answers already submitted about the bid are visible.
* Only written answers provided through the e-procurement platform are binding.
* Inquiries may be submitted by telephone to the procurement officer for the solicitation but must be followed up in writing for the answer to be binding. No oral communication is binding on Maricopa County.
* Questions about the e-procurement platform’s functionality must be directed to Periscope. Phone: 800-990-9339. Email: [S2G-support@periscopeholdings.com](mailto:S2G-support@periscopeholdings.com.).

Pre-bid conference tab (if applicable)

* Date, time, and type of pre-bid conference(s) are given
* Pre-bid conferences may be in-person or presented online or as a teleconference (dial-in). Details are presented in this tab.
* Pre-bid conferences may be mandatory or non-mandatory. Details are in this tab.
* When a pre-bid conference is held online or as a dial-in teleconference, the conference in session may be accessed by selecting **Join**.

Vendor ads tab

Vendor ads allow:

* Vendors to seek sub-contractors for participation on an awarded contract.
* Sub-contractors to seek a vendor with whom they can sub-contract on awarded a contract.

Planholder’s list tab

A planholder’s list contains names of suppliers of materials and services which are possible sources from whom bids may be solicited. The planholder’s list is made up of business firms that want to bid on a particular item and have supplied data showing their ability to fulfill contracts for the item, service, or project.

Prime contractors and subcontractors can add themselves to the planholder’s list by agreeing to allow Periscope S2G to release company information to any interested prime or subcontractor looking to partner on this bid.

ADDITIONAL INFORMATION

When the respondent clicks “**Confirm and submit** response,” they acknowledge that the information and documents entered in the e-procurement platform are accurate and represent the supplier’s actual proposal, quote, or bid.

The e-procurement platform registers the date and time the offer has been received. Receipt of a respondent’s offer does not necessarily mean that an offer is finalized. **ACCEPTANCE OF A RESPONDENT’S OFFER BY THE E-PROCUREMENT PLATFORM IS NOT AN INDICATION THAT THE COUNTY HAS ACCEPTED A RESPONDENT’S OFFER. THE COUNTY WILL DEEM A RESPONSE NON-RESPONSIVE IF RESPONDENT HAS FAILED TO INCLUDE ALL REQUIRED INFORMATION, INCLUDING ATTACHMENTS, WITH THEIR SUBMISSION.**

Be aware that entering information and uploading documents into the e-procurement platform may take considerable time. Allow sufficient time to complete the online forms and upload documents. **It is recommended that suppliers submit responses a minimum of 24 hours prior to the closing deadline.** The deadline for submitting information and documents will end at the closing time indicated in the solicitation. All information and documents must be fully entered, uploaded, acknowledged (Confirm) and recorded into the e-procurement platform before the closing time or the system will stop the process and the response will be considered late and will not be accepted.

Responses submitted in the e-procurement platform are completely secure. No one (including County purchasing staff) can see responses until after the deadline. Suppliers may modify or change their response at any time prior to the closing deadline. However, all modifications or changes must be completed and acknowledged (Confirm) in the e-procurement platform prior to the deadline. The e-procurement platform will post a notice that the modification/change (new offer) has been received. This notice from the e-procurement platform MUST be recorded prior to the closing date and time MST or the response will be considered late and will not be accepted.

### **EXHIBIT 2: SOLE PROPRIETOR WAIVER**



**MARICOPA COUNTY RISK MANAGEMENT**

**222 North Central Avenue, Suite 1110  
Phoenix, Arizona 85004**

**NOTE: THIS FORM APPLIES ONLY TO MARICOPA COUNTY DEPARTMENTS, DISTRICTS, BOARDS, COMMISSIONS, AND UNIVERSITIES UTILIZING SOLE PROPRIETORS WITH NO EMPLOYEES. IF YOU ARE CONTRACTING WITH A CORPORATION, LIMITED LIABILITY COMPANY, PARTNERSHIP, OR SOLE PROPRIETORS WITH EMPLOYEES, THIS FORM DOES NOT APPLY.**

**The following is a written waiver under the compulsory Workers’ Compensation laws of the State of Arizona, A.R.S.** § **23-901 (et. seq.), and specifically, A.R.S.** § **23-961(L), that provides that a sole proprietor may waive his/her rights to Workers’ Compensation coverage and benefits.**

**I am a sole proprietor, and I am doing business as (name of sole proprietor’s business). I am performing work as an independent contractor for Maricopa County. For Workers’ Compensation purposes, therefore, I am not entitled to Workers’ Compensation benefits from Maricopa County.**

**I understand that if I have any employees working for me, I must maintain Workers’ Compensation insurance on them.**

|  |
| --- |
| **Name of Sole Proprietor Social Security Number Telephone Number**    **Street Address/P.O. Box City State Zip Code**    **Signature of Sole Proprietor Date** |
| **Maricopa County Office of Procurement Services**    **Signature of Procurement Officer Date** |

**Both signatures must be present, and the completed form submitted by the procurement officer to Maricopa County Risk Management, 222 North Central Avenue, Suite 1110, Phoenix, AZ 85004. An authorized Risk Management representative will sign and return the form to the Maricopa County Office of Procurement Services to be maintained in their records.**

**Signature of Risk Management Representative Date**

### **EXHIBIT 3: DRAFT** **CONTRACT**

SEE PERISCOPE S2G FOR DOCUMENT “EXHIBIT 3 – DRAFT CONTRACT”

### **EXHIBIT 4:** **SAMPLE INSURANCE CERTIFICATE**



Maricopa County

c/o Risk Management

301 W. Jefferson St., Suite 910

Phoenix, AZ 85003

**SAMPLE**

### **EXHIBIT 5: SAMPLE HYDRAULIC ELEVATOR MAINTENANCE LOG**

Exhibit 5 – Sample Hydraulic Elevator Maintenance Log is a PDF that can be downloaded from the Documents section of PeriscopeS2G for reference.