

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
DON SANDERSON FORD, INC.**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this _____ day of _____, 2021, between the City of Glendale, an Arizona municipal corporation (the "City"), and Don Sanderson Ford, Inc., a(n) Arizona corporation authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

RECITALS

- A. On December 31, 2020, under S.A.V.E Cooperative Purchasing Agreement, the Maricopa County entered into a contract with Contractor to purchase the goods and services described in the Automotive Maintenance for OEM Facilities - Contract No. 210143-S ("Cooperative Purchasing Agreement"), which is attached hereto as Exhibit A. The Cooperative Purchasing Agreement permits its cooperative use by other governmental agencies including the City.
- B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that the Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

AGREEMENT

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

1. **Term of Agreement.** The City is purchasing supplies and/or services from Contractor pursuant to the Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement, purchases can be made by governmental entities from the date of award, which was December 31, 2020, until the date the contract expires on December 31, 2021 unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not be extended beyond December 31, 2025. The initial period of this Agreement, therefore, is the period from the Effective Date of this Agreement until December 31, 2021. The City may renew the term of this Agreement for four one-year periods until the

Cooperative Purchasing Agreement expires on December 31, 2025. Glendale renewals are not automatic and shall only occur if the City gives the Contractor notice of its intent to renew. The City may give the Contractor notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such renewal.

2. Scope of Work; Terms, Conditions, and Specifications.
 - A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as Exhibit B.
 - B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporated into and are an enforceable part of this Agreement.
3. Compensation.
 - A. City shall pay Contractor compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement, which is attached hereto as Exhibit A. The pricing sheet is attached hereto as Exhibit C.
 - B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed three hundred seventy-five thousand dollars (\$375,000) for the entire term of the Agreement (initial term plus any renewals).
4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.
5. Non-discrimination. Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.
6. Insurance Certificate. A certificate of insurance applying to this Agreement must be provided to the City prior to the Effective Date.
7. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.
8. No Boycott of Israel. The Parties agree that they are not currently engaged in and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393. Unless and until the District Court's injunction in *Jordahl v Brnovich*, 336 F.Supp.3d 1016 (D.Ariz. 2018) is stayed or lifted, the Anti-Israel Boycott Provision (A.R.S. §35.393.01 (A)) (if applicable to this agreement) is unenforceable and the City will take no action to enforce it.

9. Attestation of PCI Compliance. When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.
10. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale
c/o Guy Wilkes - Fleet Management
6210 W. Myrtle Avenue, #111
Glendale, AZ 85301

And

Don Sanderson Ford, Inc.
c/o Tom Peterson
6300 N. 51st Avenue
Phoenix, AZ 85301

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

"City"

City of Glendale, an Arizona
municipal corporation

By:

Kevin R. Phelps
City Manager

"Contractor"

Don Sanderson Ford, Inc.,
an Arizona corporation

By:

Name: Tom Peterson
Title: Commercial • Fleet • Heavy Truck Service Manager

ATTEST:

Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
DON SANDERSON FORD, INC.**

EXHIBIT A
(MARICOPA COUNTY #210143-S
AUTOMOTIVE MAINTENANCE FOR OEM FACILITIES)

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
DON SANDERSON FORD, INC.**

EXHIBIT B
Scope of Work

PROJECT

To provide maintenance and repair services to passenger, light, and medium duty vehicles and equipment, on an as-needed basis.

SERIAL 210143-S

AUTOMOTIVE MAINTENANCE FOR OEM FACILITIES

DATE OF LAST REVISION: February 26, 2021

CONTRACT END DATE: December 31, 2021

CONTRACT PERIOD THROUGH DECEMBER 31, 2021

TO: All Departments

FROM: Office of Procurement Services

SUBJECT: Contract for AUTOMOTIVE MAINTENANCE FOR OEM FACILITIES

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **December 31, 2020 (Eff. 01/01/21)**.

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



**Kevin Tyne, Chief Procurement Officer
Office of Procurement Services**

AM/mm
Attach

Copy to: Office of Procurement Services
Erick VanHofwegen, EQS

(Please remove Serial 16030-S from your contract notebooks)

AUTOMOTIVE SERVICES FOR ORIGINAL EQUIPMENT MANUFACTURER FACILITIES

1.0 INTENT

- 1.1 This Invitation for Bid (IFB) is intended to establish one or more contracts to provide original equipment manufacturer (OEM) authorized service and replacement parts facilities for Maricopa County's vehicle fleet on an as-needed basis. The County intends to establish coverage for five Maricopa County Equipment Services Department (EQS) service centers to provide warranty work, repair safety hazards that deem the County vehicle unsafe to operate, and provide preventative maintenance with approval from EQS. Last year the County spent approximately \$430,000 at OEM service facilities.
- 1.2 Other governmental entities under agreement with Maricopa County (County) may have access to services provided hereunder (see also Sections 3.13 and 3.14 below).
- 1.3 The County reserves the right to add additional contractors, at the County's sole discretion, in cases where the currently listed contractors are of an insufficient number or skill-set to satisfy the County's needs or to ensure adequate competition on any project or task order work.
- 1.4 County reserves the right to award this contract to multiple vendors. The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

2.0 SPECIFICATIONS

2.1 OEM AUTHORIZED SERVICE FACILITIES

- 2.1.1 The contractor's service facility must be certified as a factory authorized service facility for passenger, light, and medium duty vehicles. All technicians shall be manufacturer certified to perform all service and repairs necessary. Documentation of manufacturer certification shall be available for verification upon request from the County.
- 2.1.2 The contractor's service facility shall be open Monday through Friday from 8:00 a.m. to 5:00 p.m. MST.
- 2.1.3 The County's expectations are to establish coverage with OEM service facilities within a 15-mile radius from each of the County's EQS service centers, and that support the manufacturers listed below. This is not intended to be restrictive. Any authorized service facility may offer to support all County service centers.
- 2.1.4 **Contractor must indicate the gross vehicle weight (GVW) their service facility is equipped to service on Attachment D – Pricing Sheet (e.g., facility equipped to service up to 20,000 GVW).**
- 2.1.5 No volume of business is a guarantee.
- 2.1.6 The contractor shall have necessary equipment and personnel in order to ensure full compliance with the terms of this contract at all times.

2.2 TRANSPORTATION OF VEHICLES TO AND FROM COUNTY SERVICE FACILITIES

- 2.2.1 **Contractor is responsible for picking up all vehicles under warranty** and returning the vehicle back to the designated service center at no cost to the County.
- 2.2.2 Contractor shall indicate a flat fee to pick up and deliver vehicles no longer under warranty on Attachment D – Pricing Sheet. The County reserves the right to utilize

the County's current towing contract if necessary, to deliver a vehicle to contractor's service facility.

2.3 HOURLY RATES

- 2.3.1 The OEM service facility shall provide an hourly labor rate for normal business hours after-hours, holidays, and weekends. The amount of labor time shall not exceed the manufacturer guidelines.
- 2.3.2 Labor rate shall mean the time it takes to complete a vehicle repair. The contractor shall utilize half-hour increments when applicable.
- 2.3.3 Afterhours labor rate shall mean services rendered after normal business hours.
- 2.3.4 Afterhours/overtime service must be approved prior to providing the service.
- 2.3.5 The County shall not be responsible for any afterhours/overtime rates/charges when incurred due to negligence on the part of the contractor/service technician, for example when a contractor/service technician is missing any parts, tools, equipment, material, and other related items required to complete the repair.
- 2.3.6 The County reserves the right to dispute charges on labor hours and repairs performed if deemed excessive or unreasonable. If any portion of the repair performed is determined to be excessive charges, the contractor shall credit the original invoice referencing the work order and the vehicle number.

2.4 PARTS PRICING

- 2.4.1 The parts pricing shall only be for OEM replacements parts used during service/repairs.
- 2.4.2 All replacement parts shall be of OEM. Exceptions are made when OEM parts are no longer available; the County must provide prior approval to replace parts with aftermarket parts.

2.5 STATUS REPORTS

The contractor shall submit a daily status report by email at an email address provided upon award of contract no later than 4:00 p.m. each day to the EQS service center where the vehicle originated, providing the estimated time for each vehicle to be returned to the County's service center. The report shall include the date the vehicle was received, County's work order number and vehicle number, and details about the status of the repair.

2.6 SAFETY STANDARDS /REGULATIONS

- 2.6.1 All safety and environmental regulations shall meet:
 - 2.6.1.1 Code of Federal Regulation (CFR) Title 49 (See https://www.ecfr.gov/cgi-bin/text-idx?SID=0060ed6b238ab0e844bca81d1d2d70c4&tpl=/ecfrbrowse/Title49/49tab_02.tpl):
 - 2.6.1.1.1 Inspection, Repair, and Maintenance within Part 396
 - 2.6.1.1.2 Parts & Accessories Necessary for Safe Operation within Part 393
 - 2.6.1.1.3 Federal Motor Vehicle Safety Standards within Part 571

2.6.1.2 The Society of Automotive Engineer (SAE) standards (refer to www.sae.org/standards/ground-vehicle)

2.6.1.3 Occupational Safety and Health Administration (OSHA) (refer to <https://www.osha.gov/a-z>).

2.7 EQUIPMENT SERVICE DEPARTMENT SERVICE CENTERS

2.7.1 Equipment Services Department operates five service centers.

2.7.2 Our operating hours are Monday through Friday, excluding holidays; hours of operation differ by location:

2.7.2.1 Durango Main Service Center, 3325 W. Durango, Phoenix, 85009 (602-506-4678), 5:00 a.m. to 4:30 p.m.

2.7.2.2 Mesa Service Center, 155 E. Coury, Mesa, 85210 (602-506-4794), 6:00 a.m. to 2:30 p.m.

2.7.2.3 Dysart Service Center, 16821 N. Dysart Rd. Surprise, 85374 (623-583-1836), 7:00 a.m. to 3:30 p.m.

2.7.2.4 Downtown Service Center, 120 S. 4th Ave, Phoenix, 85003 (602-506-3230), 7:30 a.m. to 4:00 p.m.

2.7.2.5 Buckeye Service Center, 26449 W. HWY 85, Buckeye, 85326 (623-386-7461), 6:00 a.m. to 3:30 p.m.

2.8 COUNTY'S VEHICLE FLEET

The County's current vehicle fleet includes, but is not limited to, manufacturers as follows:

- Chevrolet
- Ford
- Dodge
- Honda
- Toyota
- Nissan
- Isuzu

2.9 WORK ORDER ASSIGNMENTS

2.9.1 Equipment Services' designated employee(s) will coordinate all work order assignments to the contractor(s).

2.9.2 Some work order assignments shall be for public safety vehicles (i.e., Sheriff's vehicles, Adult Probation). These service requests are time sensitive, and shall take priority over other work assignments.

2.9.3 The contractor will be authorized to perform any preventative maintenance with approval from EQS.

2.9.4 The designated EQS employee(s) will provide the contractor(s) a preliminary diagnosis of the vehicle(s) repair.

2.9.5 The contractor will provide an expected completion date at the time of the work order assignment. If the contractor shall not meet this time frame, the County may make other arrangements with the next authorized service facility on contract.

2.9.6 Only EQS may provide authorization for an contractor's facility to service to a County vehicle; no other County department has the authorization to request

service to a County vehicle. Any unauthorized service performed by a contractor will result in non-payment, no exceptions. For best practice always contact Equipment Services Department main service center (602-506-4678) when receiving a County vehicle without our work order number.

- 2.9.7 If a contractor has more than five County vehicles at a contractor's facility, the County reserves the right to not assign any further work order assignments at that facility until all vehicles are returned to the County.
 - 2.9.8 If the contractor has more than five County vehicles at the contractor's facility and no repairs have been completed within the established timeframe and no communications have been submitted, the County reserves the right to pick up the vehicle; any cost incurred to transport a County vehicle from the contractor's facility will be charged to the contractor.
- 2.10 **MINOR REPAIR SERVICE (PLUS REPLACEMENT PARTS) NOT TO EXCEED \$1,000**
- The contractor is authorized to perform minor repairs, such that repairs plus replacement parts shall not to exceed \$1,000 plus tax, upon verbal consent from EQS. Such repairs include, but are not limited to, tire repair, replace a head light replacement, replacement of air filter, wiper blades, battery, etc.).
- 2.11 **REPAIR SERVICE (PLUS REPLACEMENT PARTS) OVER \$1,000**
- 2.11.1 The contractor(s) shall submit a request, by email, to the EQS shop supervisor/lead for prior approval to perform any repairs or installation of replacement parts exceeding \$1,000 for problems which may be deemed to be a safety hazard during operation a County vehicle.
 - 2.11.2 Written requests shall list the complaint, cause, and cure for the problem, and shall include the cost of replacement parts and estimated time to complete the service.
- 2.12 **RESPONSE AND REPAIR TIME**
- 2.12.1 All response times to pick-up a vehicle for service shall be within the same business day, unless prior arrangements have been made with EQS.
 - 2.12.2 Unless prior arrangements have been made with EQS, all repairs shall be completed and the vehicle returned to the same EQS facility from where it was removed as follows:
 - 2.12.2.1 The same business day as the request when the request has been made prior to 2:00 p.m. MST.
 - 2.12.2.2 The business day immediately following the day of the request for requests made after 2:00 p.m. MST.
- 2.13 **BUSINESS REQUIREMENTS**
- 2.13.1 It shall be the responsibility of the contractor to communicate with their parts department, service area, accounts receivable, and other areas involved with compliance of this contract.
 - 2.13.2 EQS reserves the right to dispute charges on labor hours and repairs performed if deemed excessive/unreasonable. If any portion of the repair performed is determined to be excessive charges, the contractor shall credit the original invoice referencing the work order and the vehicle number.

2.14 ACCOUNTS PAYABLE

- 2.14.1 For all inquiries about payment processing, contact accounts payable at 602-506-4668.
- 2.14.2 Invoices for services shall be submitted within 48 hours from date of service, by fax to 602-506-1182 or email (provided upon award).
- 2.14.3 Contractors are required to submit electronic invoices and/or statements.
- 2.14.4 At no time shall the payments be applied to our monthly statement total. All payments shall be applied per invoice. All invoices and credits shall be listed on the statement.

2.15 FACILITY INSPECTION

The County reserves the right to visit the contractor's facilities at any time during the evaluation period and after the contract has been awarded.

2.16 TECHNICAL AND DESCRIPTIVE SALES LITERATURE

Contractor shall provide copies of its sales literature and brochures and copies of any manufacturer's technical and/or descriptive literature regarding the material(s) the contractor proposes to provide. Literature shall be sufficient in detail to allow for full and fair evaluation of the material(s) submitted, and must be included with the bid. Failure to include this information may result in the bid being rejected.

3.0 PURCHASING REQUIREMENTS

3.1 DELIVERY

- 3.1.1 Delivery is desired as soon as possible, and details shall be stipulated on the purchase order. Contractor shall notify the County representative listed on the order if the requested delivery date and/or the anticipated lead time cannot be met. Failure to communicate to County changes in the order status may result in default proceedings.
- 3.1.2 Vehicles shall be delivered between the hours of 6:00 a.m. and 4:00 p.m. MST, Monday through Friday, except on County recognized holidays.

3.2 EXPEDITED DELIVERY

- 3.2.1 If the department determines that expedited delivery is required, it shall notify the contractor. Contractor shall determine any additional costs associated with such delivery terms and communicate that cost to the department.
- 3.2.2 The department shall not advise the contractor to proceed with an expedited delivery 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.
- 3.2.3 Upon receipt of vehicle 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 within the agency purchase file.

3.3 INSTALLATION

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

3.4 TESTING

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

3.5 ACCEPTANCE

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

3.6 WARRANTY

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

3.6.2 Service and/or Repair Warranty

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

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

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

3.7 USAGE REPORT

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

3.8 BACKGROUND CHECK

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

3.9 INVOICES AND PAYMENTS

3.9.1 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 information
- Contract serial number
- County purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity (e.g., number of days or weeks)
- Contract item number(s)
- Arrival time and completion time (if applicable)
- Description of purchase (product or services)
- Pricing per unit of purchase
- Extended price (by line item)
- Total amount due

3.9.2 Commodities must be billed as a separate line item.

3.9.3 Problems regarding billing or invoicing shall be directed to the department as listed on the purchase order.

3.9.4 Payment shall only be made to the contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After contract award, the contractor shall complete the Vendor Registration Form accessible through the County Department of Finance Vendor Registration website at <https://www.maricopa.gov/5169/Vendor-Information>.

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

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

3.10 APPLICABLE TAXES

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

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

3.10.3 Tax Indemnification: Contractor and all subcontractors shall pay all Federal, State, and local taxes applicable to their operation and any persons employed by the contractor. Contractor shall, and require all subcontractors to, hold the County harmless from any responsibility for taxes, damages, and interest, if applicable, contributions required under Federal and/or State and local laws and regulations, and any other costs including: transaction privilege taxes, unemployment compensation insurance, Social Security, and Workers' Compensation. Contractor may be required to establish, to the satisfaction of County, that any and all fees and taxes due to the City or the State of Arizona for any license or transaction privilege taxes, use taxes, or similar excise taxes are currently paid (except for matters under legal protest).

3.11 PERFORMANCE

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

3.12 POST AWARD MEETING

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

3.13 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (SAVE)

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

3.14 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.

3.15 VOLUNTARY EMPLOYEE DISCOUNTS

3.15.1 Contractors may voluntarily offer discounts to County employees for products or services provided under this contract. Whether a contractor offers or does not offer an employee discount is not a factor considered in the evaluation of responses to this solicitation.

3.15.2 Any discount offered is part of a commercial transaction between the contractor and individual County employees and the County is not a party to the transaction. Any disputes or issues arising from an individual commercial transaction between the contractor and an individual County employee is a matter between the

contractor and the employee. If a discount is offered, the terms will be announced to County employees.

4.0 CONTRACTUAL TERMS & CONDITIONS

4.1 CONTRACT TERM

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

4.2 OPTION TO RENEW

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

4.3 CONTRACT COMPLETION

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

4.4 PRICE ADJUSTMENTS

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

4.4.2 In the event any price increase is requested as the result of any tariff that becomes effective during the performance of this contract, the County may adjust the price based on a request from the contractor that documents the additional price increase. If, during the performance of this contract, any tariff-related price increase is subsequently reduced or eliminated, the vendor shall notify the County of the decrease and shall apply it accordingly for remaining term of the contract. If the County finds over payment of a project due to tariff reduction that was not due, the contractor will be liable to the County for that amount, and by contracting with the County agrees to remit any overpayments back to the County for miscalculations on increases due to tariffs included in a bid price.

4.5 INDEMNIFICATION

4.5.1 To the fullest extent permitted by law, and to the extent that claims, damages, losses, or expenses are not covered and paid by insurance purchased by the contractor, the contractor shall defend, indemnify, and hold harmless the County (as Owner), its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses (including, but not

limited to attorneys' fees, court costs, expert witness fees, and the costs and attorneys' fees for appellate proceedings) arising out of, or alleged to have resulted from, the negligent acts, errors, omissions, or mistakes relating to the performance of this contract.

- 4.5.2 Contractor's duty to defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss, or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment of, or destruction of tangible property, including loss of use resulting therefrom, caused by negligent acts, errors, omissions, or mistakes in the performance of this contract, but only to the extent caused by the negligent acts or omissions of the contractor, a subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.
- 4.5.3 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this section.
- 4.5.4 The scope of this indemnification does not extend to the sole negligence of County.

4.6 INSURANCE

- 4.6.1 Contractor, at contractor's own expense, shall purchase and maintain, at a minimum, the herein stipulated insurance from a company or companies duly licensed by the State of Arizona and possessing an AM Best, Inc. category rating of B+++. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.
- 4.6.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this contract.
- 4.6.3 In the event that the insurance required is written on a claims-made basis, contractor warrants that any retroactive date under the policy shall precede the effective date of this contract and either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two years beginning at the time work under this contract is completed.
- 4.6.4 Contractor's insurance will be primary insurance as respects County, and any insurance or self-insurance maintained by County will not contribute to it.
- 4.6.5 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.
- 4.6.6 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

- 4.6.7 The insurance policies required by this contract, except Workers' Compensation and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials, and employees as additional insureds.
- 4.6.8 The policies required hereunder, except Workers' Compensation and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials, and employees for any claims arising out of contractor's work or service.
- 4.6.9 If available, the insurance policies required by this contract may be combined with Commercial Umbrella Insurance policies to meet the minimum limit requirements. If a Commercial Umbrella insurance policy is utilized to meet insurance requirements, the Certificate of Insurance shall indicate which lines the Commercial Umbrella Insurance covers.

4.6.9.1 Commercial General Liability

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

4.6.9.2 Automobile Liability

Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the contractor's work or services or use or maintenance of the premises under this contract.

4.6.9.3 Workers' Compensation

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

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

4.6.9.4 Garagekeepers Liability

Garagekeepers Liability insurance which will insure and provide coverage for garage keepers legal liability, garage liability, and auto

physical damage of the contractor, with limits of no less than \$1,000,000 for each occurrence.

4.6.9.5 Certificates of Insurance

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

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

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

4.6.9.6 Cancellation and Expiration Notice

Applicable to all insurance policies required within the insurance requirements of this contract, contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without 30 calendar days prior written notice to Maricopa County. Contractor must provide notice to Maricopa County, within two business days of receipt, if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to Maricopa County Office of Procurement Services and shall be mailed or hand delivered to 160 South 4th Avenue, Phoenix, AZ 85003, or emailed to the procurement officer noted in the solicitation.

4.7 FORCE MAJEURE

4.7.1 Neither party shall be liable for failure of performance, nor incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this contract, if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the parties. Such events, occurrences, or causes will include acts of God/nature (including fire, flood, earthquake, storm, hurricane, or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, and interruption or failure of electricity or telecommunication service.

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

4.7.3 The party asserting Force Majeure as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages

caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

4.8 ORDERING AUTHORITY

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

4.9 AVAILABILITY OF FUNDS

4.9.1 The provisions of this contract relating to payment shall become effective when funds assigned for the purpose of compensating the contractor as herein provided are actually available to County for disbursement. The County will be the sole judge and authority in determining the availability of funds under this contract. County will keep the contractor fully informed as to the availability of funds.

4.9.2 If any action is taken by any State agency, Federal department, or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this contract. In the event of termination, County will be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this contract. County will give written notice of the effective date of any suspension, amendment, or termination under this section, at least 10 days in advance.

4.10 PROCUREMENT CARD ORDERING CAPABILITY

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

4.11 INTERNET ORDERING CAPABILITY

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

4.12 NO MINIMUM OR MAXIMUM PURCHASE OBLIGATION

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

4.13 PURCHASE ORDERS

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

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

4.14 SUSPENSION OF WORK

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

4.15 STOP WORK ORDER

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

4.15.1.1 cancel the stop work order; or

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

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

4.16 TERMINATION FOR CONVENIENCE

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

4.17 TERMINATION FOR DEFAULT

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

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

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

4.17.1.3 perform any of the other provisions of this contract.

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

4.18 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST

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

4.19 OFFSET FOR DAMAGES

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

4.20 SUBCONTRACTING

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

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

4.21 AMENDMENTS

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

4.22 ADDITIONS/DELETIONS OF SERVICES

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

4.23 RIGHTS IN DATA

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

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

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

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

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

4.25 AUDIT DISALLOWANCES

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

4.26 STRICT COMPLIANCE

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

4.27 VALIDITY

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

4.28 SEVERABILITY

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

4.29 RELATIONSHIPS

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

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

4.30 NON-DISCRIMINATION

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

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

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

4.32 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

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

4.32.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from being awarded any contract or grant by any United States department or agency or any state, or local jurisdiction;

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

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

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

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

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

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

- 4.32.2 If any of the above circumstances described in the paragraph are applicable to the entity submitting a bid for this requirement, include with your bid an explanation of the matter including any final resolution.
 - 4.32.3 Contractor shall include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this contract. If this clause is applicable to a subcontractor, the contractor shall include the information required by this clause with their bid.
- 4.33 VERIFICATION REGARDING COMPLIANCE WITH A.R.S. § 41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS
- 4.33.1 By entering into the contract, the contractor warrants compliance with the Immigration and Nationality Act (INA using E-Verify) and all other Federal immigration laws and regulations related to the immigration status of its employees and A.R.S. § 23-214(A). Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the procurement officer upon request. These warranties shall remain in effect through the term of the contract. Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the contract and verify employee compliance using the E-Verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at www.uscis.gov.
 - 4.33.2 The County retains the legal right to inspect documents of contractor and subcontractor employees performing work under this contract to verify compliance with paragraph 4.33.1 of this section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default, and suspension and/or debarment of the contractor. All costs necessary to verify compliance are the responsibility of the contractor
- 4.34 CONTRACTOR LICENSE REQUIREMENT
- 4.34.1 Contractor shall procure all permits, insurance, and licenses, and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any requirements, by any and all governmental or non-governmental entities as mandated to maintain compliance with and remain in good standing. Contractor shall keep fully informed of existing and future trade or industry requirements, and Federal, State, and local laws, ordinances, and regulations which in any manner affect the fulfillment of a contract and shall comply with the same. Contractor shall immediately notify both Office of Procurement Services and the department of any and all changes concerning permits, insurance, or licenses.
 - 4.34.2 Contractor furnishing finished products, materials, or articles of merchandise that will require installation or attachment as part of the contract shall possess any licenses required. Contractor is not relieved of its obligation to obtain and possess the required licenses by subcontracting of the labor portion of the contract. Contractors are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, to ascertain licensing requirements for a particular contract. Contractor shall identify which license(s), if any, the Registrar of Contractors requires for performance of the contract.

4.35 INFLUENCE

- 4.35.1 As prescribed in MC1-1203 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct, may be grounds for disbarment or suspension under MC1-902.
- 4.35.2 An attempt to influence includes, but is not limited to:
 - 4.35.2.1 A person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type of valuable contribution or subsidy that is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.
- 4.35.3 If a person attempts to influence any employee or agent of Maricopa County, the chief procurement officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.
- 4.35.4 ABSOLUTELY NO CONTACT BETWEEN THE RESPONDENT AND ANY COUNTY PERSONNEL, OTHER THAN THE OFFICE OF PROCUREMENT SERVICES, IS ALLOWED DURING THE SOLICITATION PROCESS UNLESS THE COMMUNICATION IS IN REGARD TO PRE-EXISTING BUSINESS WITH THE COUNTY. ANY COMMUNICATIONS REGARDING THE SOLICITATION, ITS PARTICIPANTS, OR ANY DOCUMENTATION PRIOR TO THE CONTRACT AWARD MAY BE GROUNDS FOR DISMISSAL OF THE RESPONDENT FROM THE EVALUATION PROCESS.

4.36 CONFIDENTIALITY

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

4.37 CONFIDENTIAL INFORMATION

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

4.37.3 Any requests to the contractor for County proprietary or confidential information shall be referred to the County for review and approval, prior to any dissemination.

4.38 PUBLIC RECORDS

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

4.39 INTEGRATION

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

4.40 UNIFORM ADMINISTRATIVE REQUIREMENTS

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

4.41 GOVERNING LAW

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

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
DON SANDERSON FORD, INC.**

EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

Contractor will be paid within 30 days of submission if its invoices to City at the rates attached hereto.

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project must not exceed \$375,000 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

To provide maintenance and repair services to passenger, light, and medium duty vehicles and equipment, on an as-needed basis.

SANDERSON FORD, PO BOX 407, GLENDALE, AZ 85311

COMPANY NAME:	Don Sanderson Ford, Inc.
DOING BUSINESS AS (dba):	Sanderson Ford
MAILING ADDRESS:	6300 N 51st Ave.
REMIT TO ADDRESS:	PO Box 1407 • Glendale, AZ 85311
TELEPHONE NUMBER:	623.842.8846
FAX NUMBER:	623.842.8771
WWW ADDRESS:	http://www.sandersonford.com
REPRESENTATIVE NAME:	Tom Peterson
REPRESENTATIVE TELEPHONE NUMBER:	623.842.8846
REPRESENTATIVE EMAIL ADDRESS	tpeterson@sandersonford.com
	YES NO REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>

NET 30 DAYS

1.0 PRICING:				
			YES	NO
VOLUNTARY EMPLOYEE DISCOUNT OFFER			[X]	[]
ALL PRICING SHALL BE SUBMITTED USING THIS ATTACHMENT D.				
1.0 PRICING:				
ITEM DESCRIPTION				
1.1 All bidders shall reference the prices listed in auditable pricing catalogs with the margin of a plus (+) or minus (-) a percentage (%) discount or markup.				
MANUFACTURER	MARGIN PLUS (+) OR MINUS (-)	MAY PROVIDE PREVENTATIVE MAINTENANCE (SEE SECTION 2.9.3)		
General Motors				
Ford	Cost +8%		Yes	
Dodge				
Nissan				
Honda				
Toyota				
Isuzu				
Other Manufacturer/Pricing (List):				
Cummins	Cost +15%		Yes	
Caterpillar	Cost +15%		Yes	

SANDERSON FORD

Allison		Cost +15%		Yes		
1.2 Hourly rate and information.						
1.2.1 Hourly rate at service facility			\$85.00			
1.2.2 Hourly rate for after hours, weekends, holidays and emergency (if different)			\$			
1.2.3 Indicate the GVW your facility is equipped to service (see Section 2.1.4)			80,000 lbs			
1.2.4 Indicate if a pick-up and deliver charge for vehicles not covered under warranty			\$0.00			
1.2.5 Business Hours	Monday - Friday 6:00 am to 6:00 pm Saturday 7:00 am to 3:00 pm					
1.2.6 Service Advisors Name & contact information:	Mike Alevizos • Phone: 623.842.8700 Email: Mikea@sandersonford.com					
1.2.7 List the name and address on the County service center your able to support our requirements (See section 2.1.3)						
1.2.7.1 Durango Service Center, 3325 W. Durango Street, Phoenix, AZ 85009						
		Yes	No	Provide Location address		
Chevrolet						
Ford		X		6300 N 51st Ave, Glendale, AZ		
Dodge						
Honda						
Toyota						
Nissan						
Isuzu						
Other						
1.2.7.2 Mesa Service Center, 155 East Coury, Mesa, Arizona 85210						
		Yes	No	Provide Location address		
Chevrolet						

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Ford		X			6300 N 51st Ave, Glendale, AZ
Dodge					
Honda					
Toyota					
Nissan					
Isuzu					
Other					
1.2.7.3 Dysart Service Center, 16821 North Dysart Road, Surprise, Arizona 85374					
		Yes		No	Provide Location address
Chevrolet					
Ford		X			6300 N 51st Ave, Glendale, AZ
Dodge					
Honda					
Toyota					
Nissan					
Isuzu					
Other					
1.2.7.4 Downtown Service Center, 120 South 4th Avenue, Phoenix, Arizona 85003					
		Yes		No	Provide Location address
Chevrolet					
Ford		X			6300 N 51st Ave, Glendale, AZ
Dodge					
Honda					
Toyota					
Nissan					
Isuzu					
Other					
1.2.7.5 Buckeye Service Center, 26449 West Highway 85, Buckeye, Arizona 85326					
		Yes		No	Provide Location address
Chevrolet					
Ford		X			6300 N 51st Ave, Glendale, AZ
Dodge					
Honda					
Toyota					
Nissan					
Isuzu					
Other					

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PRICING SHEET: NIGP CODES: 91078, 92815, 92847, 92855, 92887, 92917, and 92962

PRICING SHEET: NIGP CODE

Terms: NET 30

Vendor Number: VC0000006889

Certificates of Insurance Required

Contract Period: To cover the period ending **December 31, 2021.**