

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
SUN AUTO TIRE & SERVICE, INC.**

This Linking Agreement (“Agreement”) is entered into as of this _____ day of _____, 2025, between the City of Glendale, an Arizona municipal corporation (“City”), and Sun Auto Tire & Service, Inc., a Delaware corporation, authorized to do business in Arizona (“Contractor”), collectively, the “Parties.”

RECITALS

- A. On May 12, 2025, the City of Mesa, a member of the S.A.V.E. Cooperative Purchasing Agreement, entered into a contract with Sun Auto Tire & Service, Inc. to purchase the goods and services described in Light-Duty Vehicle Maintenance and Repair Services - Agreement Number 2025135 (“Cooperative Agreement”), which is attached hereto as **Exhibit A**. The Cooperative Agreement allows its cooperative use by other governmental agencies, including the City.
- B. Section 2-149 of the City’s Procurement Code permits the Finance Director 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 Finance Director may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City wishes to contract with Contractor for supplies or services identical to those being provided to other units of government under the Cooperative Agreement. Contractor consents to the City’s cooperative use of the terms and conditions of the Cooperative Agreement, and agrees to provide the supplies and services set forth in the Statement of Work appended hereto as **Exhibit B**.

AGREEMENT

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

- 1. Term of Agreement.
 - A. As provided in the Cooperative Agreement, purchases can be made by governmental entities from the date of award, which was May 12, 2025, until the date the contract terminates on May 11, 2028, unless the term is extended by mutual agreement of the parties to the Cooperative Agreement. The Cooperative Agreement, however, may not be extended beyond May 12, 2030. The initial period of this Agreement is the period from the Effective Date of this Agreement until May 11, 2028.
 - B. The City may extend the term of this Agreement up to a maximum of two years, for the same term as renewed in the Cooperative Agreement. This Agreement is extended only if the City gives the Contractor notice that it is exercising its option to extend this Agreement 30 days prior to the anniversary of the Effective Date. Glendale extensions are not automatic and shall only occur if the City affirmatively exercises its right to extend this Agreement.

2. Scope of Work; Terms, Conditions, and Specifications.
 - A. Contractor shall provide City the supplies and/or services identified in the Scope of Work, which attached to the Cooperative Agreement as its Exhibit A.
 - 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 thereto as Exhibit C, Pricing, Addendum 2 – Pricing and Compensation. Pricing may also be adjusted consistent with the terms of the Cooperative Agreement, including its Section 5.
 - B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed one million dollars (\$1,000,000) for the entire term of the Agreement (initial term plus any extensions).
4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.
5. Non-discrimination. Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.
6. Insurance Certificate. A certificate of insurance applying to this Agreement must be provided to the City prior to the Effective Date.
7. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.
8. No Boycott of Israel. To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.
9. Uyghur Forced Labor Prevention Act (UFLPA). Contractor certifies that it does not currently, and during the term of this Agreement, will not use:
 - a. the forced labor of ethnic Uyghurs in the People’s Republic of China;
 - b. any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China; and
 - c. any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China.

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

City of Glendale
c/o Sandy Ressler - Fleet Management
6210 W. Myrtle Avenue
Glendale, AZ 85301

and

Sun Auto Tire & Service, Inc.
c/o Adam Mauskapf, Regional Fleet Sales Manager
1201 S. Alma School
Mesa, AZ 85210
adam.mauskapf@sun.auto

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
Interim City Manager

"Contractor"

Sun Auto Tire and Service, Inc.,
a Delaware corporation

By: _____

Name: Scott Gammill
Title: Sr. Director, Sales

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
SUN AUTO TIRE & SERVICE, INC.**

**EXHIBIT A
CITY OF MESA
AGREEMENT NUMBER 2025135
LIGHT-DUTY VEHICLE MAINTENANCE AND REPAIR SERVICES**



AGREEMENT PURSUANT TO SOLICITATION

**CITY OF MESA AGREEMENT NUMBER 2025135
LIGHT-DUTY VEHICLE MAINTENANCE AND REPAIR SERVICES**

CITY OF MESA, Arizona ("City")

Department Name	City of Mesa – Procurement Services
Mailing Address	P.O. Box 1466
	Mesa, AZ 85211-1466
Delivery Address	20 East Main St, Suite 450
	Mesa, AZ 85201
Attention	Evan Karl, NIGP-CPP, CPPB Procurement Supervisor
E-Mail	Evan.Karl@MesaAZ.gov
Phone	(480) 644-2356

With a copy to: City of Mesa – Fleet Services Department
 Attn: -Jon Buck, Fleet Maint Superintendent
 P.O. Box 1466
 Mesa, AZ 85211-1466
Jon.Buck@MesaAZ.gov

AND

Sun Auto Tire & Service, ("Contractor")

Mailing Address	1201 S Alma School Rd Suite 14000
	Mesa, AZ 85210
Remit to Address	1201 S Alma School Rd Suite 14000
	Mesa, AZ 85210
Attention	Craig Globokar, District Manager
E-Mail	craig.globokar@sun.auto
Phone	(480) 518-2834

CITY OF MESA AGREEMENT PURSUANT TO SOLICITATION

This Agreement pursuant to Solicitation ("Agreement") is entered into this 12th day of May 2025, by and between the City of Mesa, Arizona, an Arizona municipal corporation ("City"), and Sun Auto Tire & Service, a(n) Arizona State corporation ("Contractor"). The City and Contractor are each a "Party" to the Agreement or together are "Parties" to the Agreement.

RECITALS

- A. The City issued Solicitation number **2025135** ("Solicitation") for **LIGHT-DUTY VEHICLE MAINTENANCE AND REPAIR SERVICES**, to which Contractor provided a response ("Response"); and
- B. The City Selected Contractor's Response as being in the best interest of the City and wishes to engage Contractor in providing the services/materials described in the Solicitation and Response.

In consideration of the reciprocal promises contained in the Agreement, and for other valuable and good consideration, which the Parties acknowledge the receipt and sufficiency of, the Parties agree to the following Terms & Conditions.

TERMS & CONDITIONS

1. **Term**. This Agreement is for a term beginning on **May 12, 2025** and ending on **May 11, 2028**. The use of the word "Term" in the Agreement includes the aforementioned period as well as any applicable extensions or renewals in accordance with this Section 1.
 - 1.1 **Renewals**. On the mutual written agreement of the Parties, the Term may be renewed up to a maximum of two (2) years. Any renewal(s) will be a continuation of the same terms and conditions as in effect immediately before the expiration of the then-current term.
 - 1.2 **Extension for Procurement Processes**. Upon the expiration of the Term of this Agreement, including any renewals permitted herein, at the City's sole discretion, this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City's procurement processes in the selection of a vendor to provide the services/materials provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days before the expiration of the Term. Any extension under this Subsection 1.2 will be a continuation of the same terms and conditions as in effect immediately before the expiration of the then-current term.
2. **Scope of Work**. The Contractor will provide the necessary staff, services, and associated resources to provide the City with the services, materials, and obligations attached to this Agreement as **Exhibit A** ("Scope of Work") Contractor will be responsible for all costs and expenses incurred by Contractor that are incident to the performance of the Scope of Work unless otherwise stated in **Exhibit A**. Contractor will supply all equipment and instrumentalities necessary to perform the Scope of Work. If set forth in **Exhibit A**, the City will provide Contractor's personnel with adequate workspace and such other related facilities as may be required by Contractor to carry out the Scope of Work.

The Agreement is based on the Solicitation and Response which are hereby incorporated by reference into the Agreement as if written out and included herein. In addition to the requirements specifically set forth in the Scope of Work, the Parties acknowledge and agree that the Contractor shall perform in accordance with all terms, conditions, specifications, and other requirements set forth within the Solicitation and Response unless modified herein.

3. **Orders**. Orders are placed with the Contractor by either a: (i) Purchase Order when for a one-time purchase; (ii) Notice to Proceed, or (iii) Delivery Order off of a Master Agreement for Requirement

Contract where multiple as-needed orders will be placed with the Contractor. The City may use the Internet to communicate with Contractor and to place orders as permitted under this Agreement

4. **Document Order of Precedence**. In the event of any inconsistency between the terms of the body of the Agreement, the Exhibits, the Solicitation, and Response, the language of the documents will control in the following order.
 - a. Agreement
 - b. Exhibits
 1. Mesa Standard Terms & Conditions
 2. Scope of Work
 3. Other Exhibits not listed above
 - c. Solicitation including any addenda
 - d. Contractor Response
5. **Payment**.

5.1 **General**. Subject to the provisions of the Agreement, the City will pay Contractor the sum(s) described in **Exhibit C ("Pricing")** in consideration of Contractor's performance of the Scope of Work during the Term.

5.2 **Prices**. All pricing shall be firm for the Term and all extensions or renewals of the Term except where otherwise provided in this Agreement and include all costs of the Contractor providing the materials/service including transportation, insurance, and warranty costs. No fuel surcharges will be accepted unless allowed in this Agreement. The City shall not be invoiced at prices higher than those stated in the Agreement.

The Contractor further agrees that any reductions in the price of the materials or services covered by this Agreement will apply to the undelivered balance. The Contractor shall promptly notify the City of such price reductions.

No price modifications will be accepted without proper request by the Contractor and response by the City's Procurement Services Division.

5.3 **Price Adjustment**. Any requests for reasonable price adjustments must be submitted in accordance with this Section 5.3. Requests for adjustment in the cost of labor and/or materials must be supported by appropriate documentation. There is no guarantee the City will accept a price adjustment therefore Contractor should be prepared for the Pricing to be firm over the Term of the Agreement. The City is only willing to entertain price adjustments based on an increase to Contractor's actual expenses or other reasonable adjustments in providing the services/materials under the Agreement. If the City agrees to the adjusted price terms, the City shall issue written approval of the change.

During the sixty (60) day period before Contract expiration date of the Agreement, the Contractor may submit a written request to the City to allow an increase to the prices in an amount not to exceed the twelve (12) month change in the **Consumer Price Index for All Urban Consumers** (CPI-U), US City Average, All Items, Not Seasonally Adjusted as published by the U.S. Department of Labor, Bureau of Labor Statistics (<http://www.bls.gov/cpi/home.htm>). The City shall review the request for adjustment and respond in writing; such response and approval shall not be unreasonably withheld.

5.4 **Renewal and Extension Pricing**. Any extension of the Agreement will be at the same pricing as the initial Term. If the Agreement is renewed in accordance with Section 1, pricing may be adjusted for amounts other than inflation that represent actual costs to the Contractor based on the mutual agreement of the parties. The Contractor may submit a request for a price

adjustment along with appropriate supporting documentation demonstrating the cost to the Contractor. Renewal prices shall be firm for the term of the renewal period and may be adjusted thereafter as outlined in the previous section. There is no guarantee the City will accept a price adjustment.

5.5 **Invoices.** Payment will be made to Contractor following the City's receipt of a properly completed invoice. No terms set forth in any invoice, purchase order, or similar document issued by Contractor will be deemed accepted by the City; the terms of the contractual relationship between the Parties are as set forth in this Agreement. Any issues regarding billing or invoicing must be directed to the City Department/Division requesting the service or material from the Contractor. A properly completed invoice should contain, at a minimum, all of the following:

- a. Contractor name, address, and contact information;
- b. City billing information;
- c. City contract number as listed on the first page of the Agreement;
- d. Invoice number and date;
- e. Payment terms;
- f. Date of service or delivery;
- g. Description of materials or services provided;
- h. If materials provided, the quantity delivered and pricing of each unit;
- i. Applicable Taxes;
- j. If applicable, mileage or travel costs; and
- k. Total amount due.

5.6 **Payment of Funds.** Contractor acknowledges the City may, at its option and where available use a Credit Card/Procurement Card to make payment for orders under the Agreement with no additional charge/fee. Otherwise, payment will be through a traditional method of a check.

5.7 **Disallowed Costs, Overpayment.** If at any time the City determines that a cost for which payment was made to Contractor is a disallowed cost, such as an overpayment or a charge for materials/service not in accordance with the Agreement, the City will notify Contractor in writing of the disallowance; such notice will state the means of correction which may be, but is not limited to, adjustment of any future claim/invoice submitted by Contractor in the amount of the disallowance, or to require repayment of the disallowed amount by Contractor. Contractor will be provided with the opportunity to respond to the notice.

6. **Insurance.**

6.1 Contractor must obtain and maintain at its expense throughout the term of Contractor's agreement, at a minimum, the types and amounts of insurance set forth in this Section 6 from insurance companies authorized to do business in the State of Arizona; the insurance must cover the materials/service to be provided by Contractor under the Agreement. For any insurance required under the Agreement, Contractor will name the City of Mesa, its agents, representatives, officials, volunteers, officers, elected officials, and employees as additional insured, as evidenced by providing either an additional insured endorsement or proper insurance policy excerpts.

6.2 Nothing in this Section 6 limits Contractor's responsibility to the City. The insurance requirements herein are minimum requirements for the Agreement and in no way limit any indemnity promise(s) contained in the Agreement.

6.3 The City does not warrant the minimum limits contained herein are sufficient to protect Contractor and subcontractor(s) from liabilities that might arise out of performance under the Agreement by Contractor, its agents, representatives, employees, or subcontractor(s).

Contractor is encouraged to purchase additional insurance as Contractor determines may be necessary.

6.4 Each insurance policy required under the Agreement must be in effect at or before the execution of the Agreement and remain in effect for the term of the Agreement.

6.5 Before the execution of the Agreement, will provide the City with a Certificate of Insurance (using an appropriate "ACORD" or equivalent certificate) signed by the issuer with applicable endorsements. The City reserves the right to request additional copies of any or all of the policies, endorsements, or notices relating thereto required under the Agreement.

6.6 When the City requires a Certificate of Insurance to be furnished, Contractor's insurance is primary of all other sources available. When the City is a certificate holder and/or an additional insured, Contractor agrees no policy will expire, be canceled, or be materially changed to affect the coverage available without advance written notice to the City.

6.7 The policies required by the Agreement must contain a waiver of transfer rights of recovery (waiver of subrogation) against the City, its agents, representatives, officials, volunteers, officers, elected officials, and employees for any claims arising out of the work of Contractor.

6.8 All insurance certificates and applicable endorsements are subject to review and approval by the City's Risk Management Division.

6.9 **Types and Amounts of Insurance.** Contractor must obtain and retain throughout the term of the Agreement, at a minimum, the following:

6.9.1 Worker's compensation insurance in accordance with the provisions of Arizona law. If Contractor operates with no employees, Contractor must provide the City with written proof Contractor has no employees. If employees are hired during the course of this Agreement, Contractor must procure worker's compensations in accordance with Arizona law.

6.9.2 The Contractor shall maintain at all times during the term of this contract, a minimum amount of \$1 million per occurrence/\$2 million aggregate Commercial General Liability insurance, including Products and Contractual Liability. For General Liability insurance, the City of Mesa, their agents, officials, volunteers, officers, elected officials, or employees shall be named as additional insured, as evidenced by providing an additional insured endorsement.

6.9.3 Automobile liability, bodily injury, and property damage with a limit of \$1 million per occurrence including owned, hired, and non-owned autos.

6.9.4 Garage Liability – Occurrence Form

7. **Requirements Contract.** Contractor acknowledges and agrees the Agreement is a requirements contract; the Agreement does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when the City identifies a need and issues a purchase order or a written notice to proceed. The City reserves the right to cancel purchase orders or a notice to proceed within a reasonable period of time of issuance; any such cancellation will be in writing. Should a purchase order or notice to proceed be canceled, the City agrees to reimburse Contractor for any actual and documented costs incurred by Contractor. The City will not reimburse Contractor for any avoidable costs incurred after the receipt of cancellation including, but not limited to, lost profits, shipment of product, or performance of services.

8. **Notices.** All notices to be given pursuant to the Agreement will be delivered to the Contractor as listed on Page 1 of this Agreement. Notice will be delivered pursuant to the requirements set forth in the Mesa Standard Terms and Conditions that is attached to the Agreement as **Exhibit D.**
9. **Representations of Contractor.** To the best of Contractor's knowledge, Contractor agrees that:
- a. Contractor has no obligations, legal or otherwise, inconsistent with the terms of the Agreement or with Contractor's undertaking of the relationship with the City;
 - b. Performance of the services called for by the Agreement do not and will not violate any applicable law, rule, regulation, or any proprietary or other right of any third party;
 - c. Contractor will not use in the performance of Contractor's responsibilities under the Agreement any proprietary information or trade secret of a former employer of its employees (other than City, if applicable); and
 - d. Contractor has not entered into and will not enter into any agreement, whether oral or written, in conflict with the Agreement.
10. **Mesa Standard Terms and Conditions.** **Exhibit D** to the Agreement is the Mesa Standard Terms and Conditions as modified by the Parties, which are incorporated by reference into the Agreement as though fully set forth herein. In the event of any inconsistency between the terms of the Agreement and the Mesa Standard Terms and Conditions, the language of the Agreement will control. The Parties or a Party are referred to as a "party" or "parties" in the Mesa Standard Terms and Conditions. The Term is referred to as the "term" in the Mesa Standard Terms and Conditions.
11. **Counterparts and Facsimile or Electronic Signatures.** This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original and all of which, taken together, will constitute one agreement. A facsimile or other electronically delivered signature to the Agreement will be deemed an original and binding upon the Party against whom enforcement is sought.
12. **Incorporation of Recitals and Exhibits.** All Recitals and Exhibits to the Agreement are hereby incorporated by reference into the Agreement as if written out and included herein. In the event of any inconsistency between the terms of the body of the Agreement and the Exhibits, the language of the Agreement will control.
- Exhibits to this Agreement are the following:
- (A) Scope of Work / Technical Specifications
 - (B) Contractor's Response
 - (C) Pricing
 - (D) Mesa Standard Terms and Conditions
13. **Attorneys' Fees.** The prevailing Party in any litigation arising out of the Agreement will be entitled to the recovery of its reasonable attorney's fees, court costs, and other litigation-related costs and fees from the other Party.
14. **Additional Acts.** The Parties agree to execute promptly such other documents and to perform such other acts as may be reasonably necessary to carry out the purpose and intent of the Agreement.
15. **Headings.** The headings of the Agreement are for reference only and will not limit or define the meaning of any provision of the Agreement.

By executing below, each Party acknowledges that it understands, approves, and accepts all of the terms of the Agreement and the attached exhibits.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CITY OF MESA, ARIZONA

Edward Quedens

By: Signer Name: Ed Quedens
Signing Time: 5/13/25 16:27 UTC _____

Printed Name

Title

Date

Sun Auto Tire & Service

By: **Scot Gammill** _____

Scot Gammill

Printed Name

Sr. Director, Sales

Title

5/2/2025

Date

REVIEWED BY:

Evan Karl

By: Signer Name: Evan Karl
Signing Time: 5/13/25 15:39 UTC _____

Evan Karl, NIGP-CPP, CPPB
Procurement Supervisor

**EXHIBIT A
SCOPE OF WORK**

1. **MINIMUM QUALIFICATIONS:** The Contractor must provide adequate staff who are familiar with and have three (3) years of experience performing maintenance and repairs for light-duty vehicles and equipment. The City of Mesa is responsible for determining the eligibility of submitted qualifications. The Contractor will provide a statement to the City of Mesa that any employee of the Contractor working under the terms of this contract has been properly trained in conformance with all applicable federal, state, and local regulatory requirements.

The Contractor will pick up and return all vehicles to the Fleet Services location specified at the time of pick up, at no additional cost to the City of Mesa, even if towing of the vehicle(s) is required. This includes sedans and light-duty trucks up to 10,000 GVWR.

2. **CONTRACTOR PERSONNEL QUALIFICATIONS:** The Contractor must furnish journeyman-level mechanics with a minimum of three (3) years of documented work experience. All repair work, other than maintenance services, must be performed by fully qualified personnel. Certification by the National Institute of Automotive Service Excellence is preferred.

3. **CONTRACTOR FACILITIES:** The City reserves the right to inspect any facility and equipment used or proposed by the Contractor prior to and at any time after an award. The Contractor's facilities must be located within twenty (20) miles of the City's Fleet Services West location, located at 310 East 6th Street, Mesa, AZ 85201. At times, the Contractor will be required to pick up and return vehicles at no additional cost to the City from both Fleet Services locations, even if towing of the vehicle(s) is required. Fleet Services East location is located at 6935 E. Decatur St, Mesa, AZ 85207. **The Contractor must operate without seasonal closures.** The Contractor's facility will include sufficient secure storage for City vehicles during the repair process.

4. **REPAIR REFERRALS (CONTRACTOR RESPONSE, COMPLETION TIME FRAMES):** Repair referrals will be given to the Contractor regularly. The Contractor will pick up all vehicles to be repaired within twenty-four (24) hours of notice. All transportation will be the responsibility of the Contractor. Repairs will be completed on a timely basis to minimize downtime. **If a vehicle requires repairs that will necessitate keeping it at the Contractor's facility for more than three (3) working days, the Contractor will notify the City.** Upon repair completion, vehicles will be returned to the City on the same working day, or within twenty-four (24) hours of completion.

All completed vehicles will be returned to the Fleet Services facility where the vehicle was towed from/picked up. The City of Mesa has two (2) shop locations: 310 East 6th Street and 6935 E. Decatur in Mesa, AZ. Returning vehicles will be accompanied by a detailed, itemized, and priced repair order.

5. **QUALITY CONTROL:** Repair parts whose components are not manufactured in the USA may be acceptable. However, all components, whether imported or domestic, will meet or exceed original equipment manufacturers' minimum standards, and the Contractor will warrant the same. Parts pricing will be based on FOB destination via conventional delivery or transportation methods. The City may authorize reimbursement for air freight or other expedited delivery methods when these are authorized in advance by a City representative.

If the Contractor discovers additional repairs that are needed during a preventative maintenance inspection, the repairs will be documented on the repair order by the Contractor. Such repairs will be billed at the prevailing hourly rate and parts cost indicated in the contract. All repairs found during preventative maintenance require authorization before the work is performed.

All work done by the Contractor will have a minimum 90-day warranty against defects in material and workmanship. At any time during the warranty period, if a defect should occur in any part or service provided by the Contractor, that part or service will be repaired at no additional charge to

the City, except where it is shown that the defect was caused by misuse on the part of the City.

The Contractor will be able to provide a monthly warranty/re-do claims report to the City.

6. **FEE STRUCTURE:** The Contractor will provide a flat fee for labor expended and parts used in the performance of preventative maintenance inspections/services (Exhibit B). In addition, a flat rate will apply to other selected repair jobs listed on the Proposal Form. The City will specify which Preventative Maintenance Schedule will be used at the time service is requested.

Hourly labor rates will apply solely to time actually used in the direct repair of City vehicles. The number of hours billed is expected to fall within acceptable industry standards (i.e. Chilton, Motors, or Mitchell).

Charges for parts utilized in the repair of a City vehicle will be based upon the current parts price list(s) less the percentage offered in the contract. Price lists must be provided to the City at least ten (10) days prior to the proposed effective date. If updated price lists are not provided, invoices will be paid on the basis of the last approved price list. The percentage of markdown will not increase during the term of the contract.

7. **INVOICING: All services for Preventative Maintenance (PM) must be invoiced separately from any additional approved work performed.** The Contractor must submit a detailed invoice within seven (7) days of work completion. The invoice should specify the services provided, with separate line items by per-hour labor hours and parts by part number.

8. **INSPECTION AND PAYMENT AUTHORIZATION:** The City's authorized representatives will inspect the Contractor's work to ensure completion of all items billed to the City. Any discrepancy noted will be corrected by the Contractor at no additional charge to the City.

The Contractor will be paid on a monthly basis within thirty (30) days after the submittal of a properly documented and itemized statement.

**EXHIBIT B
CONTRACTOR'S RESPONSE**

PROGRAM DESCRIPTION AND METHOD OF APPROACH: The following pages are the response to the program description and method of approach:

See Pages 11 to 14

ATTACHMENT C
RESPONDENT QUESTIONNAIRE

Company Name: Sun Auto tire & Service	
Company Address:1201 S Alma School Rd. Suite 14000, Mesa, AZ, 85210	
Telephone Number:480-518-2834	
Contractor Representative:480-518-2834	
Shop Hours:	
Monday:	_____ 7:00 _____ A.M. to _____ 6:00 _____ P.M.
Tuesday:	_____ 7:00 _____ A.M. to _____ 6:00 _____ P.M.
Wednesday:	_____ 7:00 _____ A.M. to _____ 6:00 _____ P.M.
Thursday:	_____ 7:00 _____ A.M. to _____ 6:00 _____ P.M.
Friday:	_____ 7:00 _____ A.M. to _____ 6:00 _____ P.M.
Saturday:	_____ 7:00 _____ A.M. to _____ 5:00 _____ P.M.
Sunday:	_____ Closed _____ A.M. to _____ P.M.
Will your company provide 24-hour, 7 days a week call-out service?	
After Hours Telephone/Contact Method: 480-924-0460	
Will your company provide pickup and delivery at no charge to the City of Mesa? (A "No" response shall result in disqualification for the Preventative Maintenance (PM) Section.)	
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
The following locations would require pickup and delivery:	
Fleet Services West 310 E. 6 th Street Mesa, AZ 85201	Cost to pick-up: \$ _____ no charge _____ Cost to re-deliver \$ _____ no charge _____
Fleet Services East 6935 E. Decatur Mesa, AZ 85207	Cost to pick-up: \$ _____ no charge _____ Cost to re-deliver \$ _____ no charge _____
Provide Names, contact and telephone numbers of three (3) organizations that have received similar services from your company in the past eighteen (18) months. At least one reference should be comparable in size to Mesa's proposed contract.	
Firm/Government Agency Name: City of Glendale	
Contact Person: Anne Shadle	Phone: 623-930-2864
Address: 6210 w Myrtle Ave #1111, Glendale Az 85301	Fax:
	E-Mail Address: ashadle@glendaleaz.com

ATTACHMENT C
RESPONDENT QUESTIONNAIRE

\$ Value of Work, Supplies/Services and Dates Provided: Maintenance and repair	
Firm/Government Agency Name: Mesa Unified School	
Contact Person: Patty Northey	Phone: (480) 472-0146
Address: 549 N. Stapley Dr. Bldg. 1	Fax:
	E-Mail Address: plnorthey@mpsaz.org
\$ Value of Work, Supplies/Services and Dates Provided: Automotive repair / Project ID: 24-34MP	
Firm/Government Agency Name: Gila River Police Department	
Contact Person: Roderick Harrison	Phone: 520.610.9846
Address: 637 W. Gu U Ki Street P.O. Box 2186 Sacaton, AZ 85147	Fax:
	E-Mail Address: Roderick.Harrison@gric.nsn.us
\$ Value of Work, Supplies/Services and Dates Provided: Maintenance and repairs and Tires	
Insurance: Provide name of insurance carriers that provide coverage for your company.	
Automobile: FEDERATED MUTUAL INSURANCE COMPANY	
General/Contractor Liability: FEDERATED MUTUAL INSURANCE COMPANY	
Bonding: FEDERATED MUTUAL INSURANCE COMPANY	
Credit References: Provide names and telephone numbers of at least three (3) organizations you're your company deals with on a day-to-day basis (i.e. suppliers)	
Firm/Agency Name:	
Contact Person: _____	Phone: _____
Address: _____	
Fax: _____	E-Mail Address: _____
Supplier of:	

ATTACHMENT C
RESPONDENT QUESTIONNAIRE

Firm/Agency Name: _____
Contact Person: _____ Phone: _____
Address: _____
Fax: _____ E-Mail Address: _____
Supplier of: _____
Firm/Agency Name: _____
Contact Person: _____ Phone: _____
Address: _____
Fax: _____ E-Mail Address: _____
Supplier of: _____
Describe the repair facility which is available for this contract: (attach photos)
Number of Service Bays: Describe the repair facility which is available for this contract: (attach photos)
Number of Service Bays: 12 _____
Total Square Feet (under roof): <u>6000</u> _____ Shop Square Footage: <u>5000</u> _____
Major Equipment Available: <u>Diagnostic/ All service Equipment</u> Office Square Footage: 1000
Describe the storage facility, light, fencing and security available for City vehicles (attach photos):
Gated and secured fence lot for 25 Vehicles Flood lights around complex vehicles not lock inside building will be stored in secured area.

ATTACHMENT C
RESPONDENT QUESTIONNAIRE

List the name and years of experience below for the proposed (attach resumes for each)

President Name: _____ Years with Company: _____

Controller Name: _____ Years with Company: _____

Contract Manager Name: Adam Mauskapf Years with Company: 3
(Person who would handle this account)

Chief Mechanic Name: Montgomery Miller Years with Company: 25

Bookkeeper/Accountant Name: Krisant Aguilar Years with Company: 3

Yearly sales volume at location serving this contract:

Average number of vehicles serviced/repaired weekly: 125

Does this fluctuate seasonally? Yes No

If yes, please explain:

Describe the type of training provided for or available to your mechanics. List any and all mechanic certifications and attach copies.

Describe your bookkeeping and billing system.

PRICING

EXHIBIT C
PRICING

ADDENDUM 2 - PRICING AND COMPENSATION

Pursuant to all the contract specifications enumerated and described in this Solicitation, Respondent agrees to furnish LIGHT-DUTY VEHICLE MAINTENANCE AND REPAIR SERVICES to the City of Mesa at the price(s) stated below.

Parts discount structure (this section is for reference only and will be reflected in the typical repair scoring):

Percent off Ford OEM Parts: 10 %
Percent off GM OEM Parts: 10 %
Percent off Toyota OEM Parts: 10 %
Percent off Dodge RAM OEM Parts: 10 %

Percent off various other repair parts (please list manufacturer and discount):

_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %

Specify the average number of hours/days for the following services to be completed and vehicle returned using normal delivery (refer to PM service types/requirements listed in Exhibit C):

PM-A: 1 hours/days
PM-B: 1.5 hours/days
PM-C: 3 hours/days
PM-D: 6-7 hours/days
 hours/days

Specify firm's hourly labor rate for repair services

\$ 165.00 /hour

The City will add any applicable sales tax or use tax. Sales/Use taxes should not be included in the bid prices. Vendors who will be charging a Mesa Transaction Privilege Tax (TPT) will have a 2.00% removed from the taxable item(s) for the purpose of award evaluation (i.25).

DELIVERY: See Mesa Standard Terms and Conditions.

Vendor Name Sun Auto Tire & Service Date: 3/08/2025

RFP # 2025135

PREVENTATIVE MAINTENANCE TYPICAL PRICING

All components must meet OEM requirements. Total cost listed to include all labor charges, shop supplies/fees and hazardous disposal fees.
DO NOT include state or local tax charges.

Proper grade and viscosity of oil must be used per manufacturers recommendation.

PM -A : This is a basic Lube, Oil, Filter service where the engine oil and filter is changed and the chassis is lubed. Also check fluids, air up the tires and record tread depth, and check the following: air filter, fluid leaks, brakes pad life, lights, belts, hoses, and a quick visual of the drivetrain/suspension components.

PM-B: This is a PM-A plus we check the following in greater detail: frame, suspension, steering, air filter, body integrity, operator dash controls. We also rotate the tires if needed.

PM-C : This is a PM-B plus; a transmission service, change fuel filter, electrical system test, lube the door locks, door hinges, hood hinges, and trunk hinges.

PM-D : This is a PM-C plus; change PCV Valve, drain and refill the engine coolant, flush the brake fluid, flush the power steering fluid, change the differential oil, check to see if a tune-up is due, check to see if serpentine belt replacement is due.

Tune-up includes scope/diagnostic scan of the engine and replacing all spark plugs.

Year	Make	Model	Serial number	PM-A	PM-B	PM-C	PM-D	Tune-up - replace all spark plugs, scan for fault codes	Replace Air Filter	Replace Wiper blades	Replace Serpentine Belts
2021	CHEVROLET	1500	1GCPWCED9MZ200659	\$94.95	\$94.95	\$349.95	\$749.95	\$429.95	\$29.99	\$24.99	\$229.95
2017	CHEVROLET	2500	1GC1KXEY1HF121439	\$106.98	\$106.98	\$549.95	\$989.95	N/A	\$55.79	\$24.99	\$149.99
2016	CHEVROLET	3500	1GB3CYCG8GZ310905	\$106.98	\$106.98	\$549.95	\$989.95	N/A	\$55.79	\$24.99	\$149.99
2023	CHEVROLET	TAHOE	1GNLDC3KR287466	\$94.95	\$94.95	\$349.95	\$749.95	\$429.95	\$29.99	\$24.99	\$229.95
2014	CHEVROLET	TAHOE	1GNLC2E01ER160861	\$84.98	\$84.98	\$349.95	\$749.95	\$429.95	\$29.99	\$24.99	\$229.95
Grand Total				\$488.84	\$488.84	\$2,149.75	\$4,229.75	\$1,289.85	\$201.55	\$124.95	\$989.83

Year	Make	Model	Serial number	PM-A	PM-B	PM-C	PM-D	Tune-up - replace all spark plugs, scan for fault codes	Replace Air Filter	Replace Wiper blades	Replace Serpentine Belts
2021	FORD	EXPLORER	1FMSK7DH4MGC11626	\$45.99	\$45.99	\$259.95	\$589.95	\$239.95	\$29.99	\$24.99	\$219.95
2016	FORD	F150	1FTMF1CF2GKE84810	\$49.98	\$49.98	\$259.95	\$589.95	\$379.95	\$29.99	\$24.99	\$194.99
2022	FORD	F150	1FTFW1P88NKD03758	\$49.98	\$49.98	\$259.95	\$589.95	\$379.95	\$29.99	\$24.99	\$179.99
2017	FORD	F250	1FT7W2A63HED70692	\$49.98	\$49.98	\$259.95	\$589.95	\$379.95	\$29.99	\$24.99	\$179.99
2019	FORD	F350	1FDRF3G6XKEE97433	\$49.98	\$49.98	\$259.95	\$589.95	\$379.95	\$29.99	\$24.99	\$179.99
Grand Total				\$245.91	\$245.91	\$1,299.75	\$2,949.75	\$1,759.75	\$149.95	\$124.95	\$954.91

Year	Make	Model	Serial number	PM-A	PM-B	PM-C	PM-D	Tune-up - replace all spark plugs, scan for fault codes	Replace Air Filter	Replace Wiper blades	Replace Serpentine Belts
2020	TOYOTA	SIENNA	5TDKZ3DC2LS072582	\$65.98	\$65.98	\$399.95	\$799.95	\$749.95	\$29.99	\$29.99	\$174.95

Year	Make	Model	Serial number	PM-A	PM-B	PM-C	PM-D	Tune-up - replace all spark plugs, scan for fault codes	Replace Air Filter	Replace Wiper blades	Replace Serpentine Belts
2019	DODGE	RAM	1C6SRFJT6KN505998	\$64.97	\$64.97	\$349.95	\$799.95	\$749.95	\$24.99	\$24.99	\$149.95

Vendor Name: _____

RFP # 2025135

MAINTENANCE REPAIR TYPICAL PRICING

Vendor must state brand of component. Must meet OEM requirements. Total cost listed to include all labor charges, shop supplies/fees and hazardous disposal fees.
 DO NOT include state or local tax charges.

Year	Make	Model	Serial number	Front Brake pad replacements - Includes replacing rotors (with OEM pads and new rotors)	Rear Brake pad replacements - Includes replacing rotors (with OEM pads and rotors)	Manufacturer /Brand	Replace both Front Struts/shocks (New)	Replace both Rear Struts/shocks (New)	Manufacturer /Brand	Replace Fuel Pump (New)	Manufacturer /Brand
2021	CHEVROLET	1500	1GCPWCED9M4Z00659	\$449.00	\$449.00	power stop	\$349.00	\$349.00	Monroe shocks	\$515.00	AC delco
2017	CHEVROLET	2500	1GCL1X0Y1HP121439	\$549.00	\$549.00	power stop	\$449.00	\$449.00	Monroe shocks	\$534.00	AC delco
2016	CHEVROLET	3500	1G8N1CYG8652310905	\$549.00	\$549.00	power stop	\$449.00	\$410.00	Monroe shocks	\$534.00	AC delco
2023	CHEVROLET	TAHOE	1GNLDC1C30K287466	\$449.00	\$449.00	Power stop	\$449.00	\$449.00	AC Delco	\$599.00	AC delco
2014	CHEVROLET	TAHOE	1GNL2C801ER160861	\$449.00	\$449.00	Power stop	\$449.00	\$449.00	AC Delco	\$599.00	AC delco
TOTAL:				\$2,445.00	\$2,445.00		\$2,145.00	\$2,106.00		\$2,791.00	

Year	Make	Model	Serial number	Front Brake pad replacements - Includes replacing rotors (with OEM pads and new rotors)	Rear Brake pad replacements - Includes replacing rotors (with OEM pads and rotors)	Manufacturer /Brand	Replace both Front Struts/shocks (New)	Replace both Rear Struts/shocks (New)	Manufacturer /Brand	Replace Fuel Pump (New)	Manufacturer /Brand
2021	FORD	EXPLORER	1FMSK7DHHMGC116276	\$449.00	\$449.00	Power stop	\$849.00	\$799.00	Ford	\$844.00	Ford
2016	FORD	F150	1FTMF1P2GHEB4810	\$449.00	\$449.00	Power stop	\$649.00	\$449.00	Monroe shocks	\$599.00	Doorman
2022	FORD	F150	1FTFW1P88NLD03758	\$449.00	\$449.00	Power stop	\$649.00	\$449.00	Monroe shocks	\$599.00	Doorman
2017	FORD	F250	1FTFW2A63HEH70692	\$549.00	\$549.00	Power stop	\$649.00	\$449.00	Monroe shocks	\$599.00	Doorman
2019	FORD	F350	1FDRF3G6NKEE97433	\$549.00	\$549.00	Power stop	\$649.00	\$449.00	Monroe shocks	\$599.00	Doorman
TOTAL:				\$2,445.00	\$2,445.00		\$3,445.00	\$2,595.00		\$3,240.00	

Year	Make	Model	Serial number	Front Brake pad replacements - Includes replacing rotors (with OEM pads and new rotors)	Rear Brake pad replacements - Includes replacing rotors (with OEM pads and rotors)	Manufacturer /Brand	Replace both Front Struts/shocks (New)	Replace both Rear Struts/shocks (New)	Manufacturer /Brand	Replace Fuel Pump (New)	Manufacturer /Brand
2020	TOYOTA	SIENNA	5TDKZ3DC1L507582	\$449.00	\$449.00	Power stop	\$0.00	\$0.00	Manufacturer /Brand	\$0.00	Manufacturer /Brand

Year	Make	Model	Serial number	Front Brake pad replacements - Includes replacing rotors (with OEM pads and new rotors)	Rear Brake pad replacements - Includes replacing rotors (with OEM pads and rotors)	Manufacturer /Brand	Replace both Front Struts/shocks (New)	Replace both Rear Struts/shocks (New)	Manufacturer /Brand	Replace Fuel Pump (New)	Manufacturer /Brand
2019	DODGE	RAM	1CG5R7TKAN505998	\$449.00	\$449.00	Power stop	\$0.00	\$0.00	Manufacturer /Brand	\$0.00	Manufacturer /Brand

Year	Make	Model	Serial number	Replace A/C compressor (New) includes system flush and replacing dryer and orifice tubes, evac and recharge	Manufacturer /Brand	Replace A/C Blower Motor (New)	Replace Starter (Rebuild)	Replace Headlamp Bulb (New)	Manufacturer /Brand	Front-end Alignment	Manufacturer /Brand
2021	CHEVROLET	1500	1GCPWCED9M4Z00659	\$1,263.20	AC delco	\$316.50	four seasons	\$49.99	Altra	\$89.99	Altra
2017	CHEVROLET	2500	1GCL1X0Y1HP121439	\$1,011.00	AC delco	\$349.00	four seasons	\$49.99	Altra	\$89.99	Altra

2016	CHEVROLET	3500		1GB3KCYG8C231D905	AC delco	\$349.00	four seasons	5585.00	Altima	\$49.99	Sylvania	\$85.99
2023	CHEVROLET	TAHOE		16NLDCEC38R287466	AC delco	\$349.00	four seasons	5585.00	Altima	\$49.99	Sylvania	\$85.99
2014	CHEVROLET	TAHOE		1GNL2R01ER160861	AC delco	\$390.00	four seasons	\$449.00	Altima	\$49.99	Sylvania	\$85.99
			Total			\$1,073.50		\$2,789.00		\$249.95		\$449.95

Year	Make	Model	Serial number	Manufacturer /Brand	Replace A/C Motor Motor (New)	Manufacturer /Brand	Replace Starter (Rebuild)	Manufacturer /Brand	Replace Headlamp Bulb (New)	Manufacturer /Brand	Front-end Alignment	Manufacturer /Brand
2021	FORD	EXPLORER	1FMSK7DH4HGC116276		\$0.00		\$0.00		\$49.99	Sylvania	\$85.00	
2016	FORD	F150	1FTM1CF7GKE4E110	Ford	\$399.00	Tyc	\$440.00	Altima	\$49.99	Sylvania	\$85.00	
2022	FORD	F150	1FTFW1P8BNK003758	Ford	\$499.00	Tyc	\$499.00	Altima	\$49.99	Sylvania	\$85.00	
2017	FORD	F250	1FT7W2AG3HE070692	Ford	\$499.00	Tyc	\$499.00	Altima	\$49.99	Sylvania	\$85.00	
2019	FORD	F350	1FD0R3G66AEE97433	Ford	\$499.00		\$499.00	Altima	\$49.99	Sylvania	\$85.00	
			Total		\$1,896.00		\$1,937.00		\$249.95		\$445.00	

Year	Make	Model	Serial number	Manufacturer /Brand	Replace A/C Blower Motor (New)	Manufacturer /Brand	Replace Starter (Rebuild)	Manufacturer /Brand	Replace Headlamp Bulb (New)	Manufacturer /Brand	Front-end Alignment	Manufacturer /Brand
2020	TOYOTA	SENNA	5TDKZ3DC1S072582	Toyota	\$499.00	Tyc	\$599.00	toyota	\$49.99		\$85.00	

Year	Make	Model	Serial number	Manufacturer /Brand	Replace A/C compressor (New) Includes system flush and replacing dryer and orifice tube, vac and recharge	Manufacturer /Brand	Replace Starter (Rebuild)	Manufacturer /Brand	Replace Headlamp Bulb (New)	Manufacturer /Brand	Front-end Alignment	Manufacturer /Brand
2019	DODGE	RAM	1CD5RF7GKN007998	Four seasons	\$1,150.00	VOL	\$499.00	altima	\$49.99		\$85.00	

Vendor Name: Sun Auto Tires & Service

RFP# 2025135

EXHIBIT D
MESA STANDARD TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR.** It is expressly understood that the relationship of Contractor to City will be that of an independent contractor. Contractor and all persons employed by Contractor, either directly or indirectly, are Contractor's employees, not City employees. Accordingly, Contractor and Contractor's employees are not entitled to any benefits provided to City employees including, but not limited to, health benefits, enrollment in a retirement system, paid time off or other rights afforded City employees. Contractor employees will not be regarded as City employees or agents for any purpose, including the payment of unemployment or workers' compensation. If any Contractor employees or subcontractors assert a claim for wages or other employment benefits against City, Contractor will defend, indemnify, and hold harmless City from all such claims.
2. **SUBCONTRACTING.** Contractor may not subcontract work under this Agreement without the express written permission of City. If Contractor has received authorization to subcontract work, it is agreed that all subcontractors performing work under the Agreement must comply with its provisions. Further, all agreements between Contractor and its subcontractors must provide that the terms and conditions of this Agreement be incorporated therein.
3. **ASSIGNMENT.** This Agreement may not be assigned, either in whole or in part, without first receiving City's written consent. Any attempted assignment, either in whole or in part, without such consent will be null and void and in such event City will have the right, at its option, to terminate the Agreement. No granting of consent to any assignment will relieve Contractor from any of its obligations and liabilities under the Agreement.
4. **SUCCESSORS AND ASSIGNS, BINDING EFFECT.** This Agreement will be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.
5. **NO THIRD-PARTY BENEFICIARIES.** This Agreement is intended for the exclusive benefit of the parties. Nothing set forth in this Agreement is intended to create or will create, any benefits, rights, or responsibilities for any third parties.
6. **NON-EXCLUSIVITY.** City, in its sole discretion, reserves the right to request the materials or services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are encompassed through this Agreement.
7. **AMENDMENTS.** There will be no oral changes to this Agreement. This Agreement can only be modified in writing and signed by both parties. No charge for extra work or material will be allowed unless approved in writing, in advance, by City and Contractor.
8. **TIME OF THE ESSENCE.** Time is of the essence to the performance of the parties' obligations under this Agreement.
9. **COMPLIANCE WITH APPLICABLE LAWS.**
 - a. **General.** Contractor must procure all permits/licenses and pay all charges and fees necessary and incidental to the lawful conduct of business. Contractor must stay fully informed of existing and future federal, state, and local laws, ordinances, and regulations that in any manner affect the fulfillment of this Agreement and must comply with the same at its own expense. Contractor bears full responsibility for training, safety, and providing necessary equipment for all Contractor personnel to achieve compliance throughout the term of the Agreement. Upon request, Contractor will demonstrate to City's satisfaction any programs, procedures, and other activities used to ensure compliance.
 - b. **Drug-Free Workplace.** Contractor is hereby advised that City has adopted a policy establishing a drug-free workplace for itself and those doing business with City to ensure the safety and health of all persons working on City contracts and projects. Contractor will require a drug-free workplace for all Contractor personnel working under this Agreement. Specifically, all Contractor personnel who are working under this Agreement must be notified in writing by Contractor that they are prohibited from the manufacture, distribution, dispensation, possession, or unlawful use of a controlled substance in the workplace. Contractor agrees to

goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

- h. **Termination for Violation of Forced Ethnic Uyghur Labor Prohibition.** If, after providing the certification described in (g), Contractor becomes aware that it is not in compliance with the certification, it shall notify City within five (5) business days of becoming aware of the noncompliance. Contractor acknowledges that it must remedy the noncompliance and provide written certification of that within 180 days after notifying City of its noncompliance. If Contractor fails to remedy the noncompliance and provide the written certification within 180 days, the contract shall terminate immediately.

10. **SALES/USE TAX, OTHER TAXES.**

- a. Contractor is responsible for the payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's services under this Agreement including, by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or business license fees, as required. If any taxing authority should deem Contractor or Contractor employees an employee of City, or should otherwise claim City is liable for the payment of taxes that are Contractor's responsibility under this Agreement, then Contractor will indemnify City for any tax liability, interest, and penalties imposed upon City.
- b. City is exempt from paying certain federal excise taxes and will furnish an exemption certificate upon request. City is not exempt from state and local sales/use taxes.

11. **AMOUNTS DUE THE CITY.** Contractor must be current and remain current in all obligations, whether or not related to the Agreement, due to City during the performance of services under the Agreement. Payments to Contractor may be offset by any delinquent amounts due City or fees and charges owed to City.

12. **PUBLIC RECORDS.** Contractor acknowledges that City is a public body, subject to Arizona's public records laws (A.R.S. § 39-121 *et seq.*) and any documents related to this Agreement may be subject to disclosure pursuant to state law in response to a public records request or to subpoena or other judicial process.

- a. If Contractor believes documents related to the Agreement contain trade secrets or other proprietary data, Contractor must have notified City pursuant to Mesa Procurement Rules Section 2.1 or notified City with a notification statement specifically identifying the trade secrets or other proprietary data that Contractor believes should remain confidential.
- b. In the event City determines it is legally required to disclose pursuant to law any documents or information Contractor deems confidential trade secrets or proprietary data, City, to the extent possible, will provide Contractor with prompt written notice by certified mail, fax, email or other method that tracks delivery status of the requirement to disclose the information so Contractor may seek a protective order from a court having jurisdiction over the matter or obtain other appropriate remedies. The notice will include a time period for Contractor to seek court ordered protection or other legal remedies as deemed appropriate by Contractor. If Contractor does not obtain such court ordered protection by the expiration of said time period, City may release the information without further notice to Contractor.

13. **AUDITS AND RECORDS.** Pursuant to A.R.S 41-2548 and A.R.S. 32-214, Contractor must preserve the records related to this Agreement for five (5) years after completion of the Agreement. City or its authorized agent reserves the right to inspect any records related to the performance of work specified herein. In addition, City may inspect all payroll, billing or other relevant records kept by Contractor in relation to the Agreement. Contractor will permit such inspections and audits during normal business hours and upon reasonable notice by City. The audit of records may occur at Contractor's place of business or at City offices, as determined by City.

14. **BACKGROUND CHECK.** In accordance with City's current background check policies, City may conduct criminal, driver history, and all other requested background checks of Contractor personnel

who would perform services under the Agreement who will have access to City's information, data, or facilities. Any officer, employee, or agent who fails the background check must be replaced immediately for any reasonable cause not prohibited by law.

15. **SECURITY CLEARANCE AND REMOVAL OF CONTRACTOR PERSONNEL.** City will have final authority, based on security reasons: (i) to determine when security clearance of Contractor personnel is required; (ii) to determine the nature of the security clearance, up to and including fingerprinting Contractor personnel; and (iii) to determine whether any individual or entity may provide services under this Agreement. If City objects to any Contractor personnel for any reasonable cause not prohibited by law, then Contractor will, upon notice from City, remove any such individual from the performance of services under this Agreement.
16. **DEFAULT.**
 - a. A party will be in default of the Agreement if that party:
 - i. Is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under the Agreement;
 - ii. Is the subject of a petition for involuntary bankruptcy not removed within sixty (60) calendar days;
 - iii. Conducts business in an unethical manner as set forth in City Procurement Rules Article 7 or in an illegal manner;
 - iv. Fails to carry out any term, promise, or condition of the Agreement; or
 - v. Is debarred from participating in City procurements and solicitations in accordance with Article 6 of City's Procurement Rules.
 - b. **Notice and Opportunity to Cure.** In the event a party is in default then the other party will provide written notice to the defaulting party of the default. The defaulting party will have thirty (30) days from receipt of the notice to cure the default, unless the default is of a nature that it is reasonably anticipated to affect the health, safety, or welfare of the public and, in such an event, the non-defaulting party may require a minimum seven (7) days to cure the default from the date of receipt of the notice; the cure period may be extended by mutual agreement of the parties, but no cure period may exceed ninety (90) days. A default notice will be deemed to be sufficient if it is reasonably calculated to provide notice of the nature and extent of such default. Failure of the non-defaulting party to provide notice of the default does not waive any rights under the Agreement. Failure of the defaulting party to cure the default will entitle the non-defaulting party to the election of remedies specific to the party as set forth in section 17 below.
 - c. **Anticipatory Repudiation.** Whenever City in good faith has reason to question Contractor's intent or ability to perform, City may demand that Contractor give a written assurance of its intent and ability to perform. In the event demand is made and no written assurance is given within ten (10) calendar days, City may treat this failure as an anticipatory repudiation of the Agreement entitling City to terminate the Agreement in accordance with section 17(a) below.
17. **REMEDIES.** The remedies set forth in this Agreement are not exclusive. Election of one remedy will not preclude the use of other remedies. In the event of default:
 - a. The non-defaulting party may terminate the Agreement, and the termination will be effective immediately or at such other date as specified by the terminating party.
 - b. City may purchase the services or materials required under the Agreement from the open market, complete required work itself, or have it completed at the expense of Contractor. If the cost of obtaining substitute services exceeds the contract price in the Agreement, City may recover the excess cost by: (i) requiring immediate reimbursement by Contractor to City; (ii) deduction from an unpaid balance due to Contractor; (iii) collection against the proposal and performance security, if any; (iv) collection against liquidated damages (if applicable); or (v) a combination of the aforementioned remedies or other remedies as permitted by law. Costs in

this Subsection (b) include any and all, fees, and expenses incurred in obtaining substitute services and expended in obtaining reimbursement including, but not limited to, administrative expenses, attorneys' fees, and costs.

- c. The non-defaulting party will have all other rights granted under this Agreement and all rights at law or in equity that may be available to it.
 - d. Neither party will be liable for incidental, special, or consequential damages.
18. **CONTINUATION DURING DISPUTES.** Contractor agrees that during any dispute between the parties, Contractor will continue to perform its obligations until the dispute is settled, instructed to cease performance by City, enjoined or prohibited by judicial action, or otherwise required or obligated to cease performance by other provisions in this Agreement.
19. **TERMINATION FOR CONVENIENCE.** City reserves the right to terminate this Agreement, in part or in whole, for its sole convenience upon thirty (30) calendar days' written notice. Contractor acknowledges that, as with any termination permitted under this Agreement, in the event of a termination for convenience, Contractor is only entitled to payment in accordance with section 22 (Payment to Contractor Upon Termination); Contractor will not be entitled to any anticipated lost profits had the Agreement been performed to completion.
20. **TERMINATION FOR CONFLICT OF INTEREST (A.R.S. § 38-511).** Pursuant to A.R.S. § 38-511, City may cancel this Agreement within three (3) years after its execution, without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating the Agreement for City becomes an employee or agent of Contractor.
21. **TERMINATION FOR NON-APPROPRIATION AND MODIFICATION FOR BUDGETARY CONSTRAINT.** City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If City reasonably determines it does not have funds to meet its obligations under this Agreement, City will have the right to terminate the Agreement without penalty on the last day of the fiscal period for which funds were legally available. In the event of such termination, City agrees to provide written notice of its intent to terminate thirty (30) calendar days prior to the stated termination date.
22. **PAYMENT TO CONTRACTOR UPON TERMINATION.** Upon termination of this Agreement for any reason, Contractor will be entitled only to payments authorized under the Agreement for those services performed or materials provided in accordance with the Agreement up to the date of termination, and any authorized expenses already incurred up to such date of termination. City will make final payment within thirty (30) calendar days after City has both completed its appraisal of the materials and services provided and received Contractor's properly prepared final invoice.
23. **NON-WAIVER OF RIGHTS.** There will be no waiver of any provision of this Agreement unless approved in writing and signed by the waiving party. Failure or delay to exercise any rights or remedies provided herein or by law or in equity, or the acceptance of, or payment for, any services hereunder, will not release the other party of any of the warranties or other obligations of the Agreement and will not be deemed a waiver of any such rights or remedies.
24. **INDEMNIFICATION; LIABILITY.**
- a. To the fullest extent permitted by law, Contractor agrees to defend, indemnify and hold harmless City, its elected officials, agents, representatives and employees (collectively, including City, "City Personnel") from and against any and all liabilities, demands, claims, suits, penalties, obligations, losses, damages, causes of action, fines or judgments of any kind, including costs, attorneys', witnesses' and expert witnesses' fees, and expenses incident thereto (all of the foregoing, collectively "Claims") imposed upon or asserted against City Personnel by a third party relating to, arising out of or resulting from, in whole or in part: (i) services and/or materials provided under this Agreement by Contractor or its officers, agents, or employees (collectively, including Contractor, "Contractor Personnel"); (ii) negligent acts, errors, mistakes or omissions of Contractor Personnel; or (iii) failure of Contractor Personnel to comply with or fulfill the obligations established by this Agreement. Contractor's indemnification, duty to defend and hold harmless City Personnel in this Subsection (a) will

apply to all Claims against City Personnel except Claims arising solely from the negligence or intentional acts of City Personnel.

- b. City assumes no liability for the actions of Contractor Personnel and will not indemnify or hold Contractor Personnel or any third party harmless for Claims relating to, arising out of or resulting from, in whole or in part, this Agreement or use of Contractor Personnel-provided services or materials.

- 25. **WARRANTY.** Contractor warrants that the services and materials will conform to the requirements of the Agreement. Additionally, Contractor warrants that all services will be performed in a good, workman-like, and professional manner. City's acceptance of services or materials provided by Contractor will not relieve Contractor from its obligations under this warranty. If City reasonably determines any materials or services are of a substandard or unsatisfactory manner, Contractor, at no additional charge to City, will provide materials or redo such services until in accordance with this Agreement and to City's reasonable satisfaction.

Unless otherwise agreed, Contractor warrants that materials will be new, unused, of most current manufacture and not discontinued, will be free of defects in materials and workmanship, will be provided in accordance with manufacturer's standard warranty for at least one (1) year unless otherwise specified, and will perform in accordance with manufacturer's published specifications.

- 26. **THE CITY'S RIGHT TO RECOVER AGAINST THIRD PARTIES.** Contractor will do nothing to prejudice City's right to recover against third parties for any loss, destruction, or damage to City property and will, at City's request and expense, furnish to City reasonable assistance and cooperation in obtaining recovery, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of City.
- 27. **NO GUARANTEE OF WORK.** Contractor acknowledges and agrees: (i) it is not entitled to deliver any specific amount of materials or services, or any materials or services at all, under this Agreement; and (ii) the materials or services will be requested by City on an as needed basis, at the sole discretion of City. Any document referencing quantities or performance frequencies represent City's best estimate of current requirements, but will not bind City to purchase, accept, or pay for materials or services which exceed its actual needs.
- 28. **OWNERSHIP.** All deliverables, services, and information provided by Contractor or City pursuant to this Agreement (whether electronically or manually generated) including without limitation, reports, test plans, survey results, graphics, and technical tables, originally prepared in the performance of this Agreement, are the property of City and will not be used or released by Contractor or any other person except with prior written permission by City.
- 29. **USE OF NAME.** Contractor will not use the name of City of Mesa in any advertising or publicity without obtaining the prior written consent of City.
- 30. **PROHIBITED ACTS.** Contractor acknowledges the applicability of A.R.S. § 38-504 which prohibits a person who, within the preceding twelve (12) months, is or was a public officer or employee of City from representing another person (including Contractor) before City on any matter for which the officer or employee was directly concerned and personally participated in during their service or employment by a substantial and material exercise of administrative discretion. Further, while employed by City and for two (2) years thereafter, public officers or employees are prohibited from disclosing or using, without appropriate authorization, any confidential information acquired by such person in the course of his or her official duties at City.
- 31. **FOB DESTINATION FREIGHT PREPAID AND ALLOWED.** All deliveries will be FOB destination freight prepaid and allowed unless otherwise agreed.
- 32. **RISK OF LOSS.** Contractor agrees to bear all risk of loss, injury, or destruction of Contractor's goods or equipment incidental to Contractor providing the services and materials under this Agreement and such loss, injury, or destruction will not release Contractor from any obligation hereunder.
- 33. **SAFEGUARDING CITY PROPERTY.** Contractor will be responsible for any damage or loss to

City real or personal property when such property is the responsibility of or in the custody of Contractor or its personnel.

34. **WARRANTY OF RIGHTS.** Contractor warrants it has title to, or the right to allow City to use, the materials and services being provided and that City may use same without suit, trouble or hindrance from Contractor or third parties.
35. **PROPRIETARY RIGHTS INDEMNIFICATION.** Without limiting the warranty in section 34, Contractor will without limitation and at its expense defend City against all claims asserted by any person that anything provided by Contractor infringes a patent, copyright, trade secret, or other intellectual property right and must, without limitation, pay the costs, damages and attorney's fees awarded against City in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment is obtained against City's use or operation of the items provided by Contractor hereunder or any part thereof by reason of any alleged infringement, Contractor will, at its expense and without limitation, either: (a) modify the item so that it becomes non-infringing; (b) procure for City the right to continue to use the item; (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to City an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount will be calculated on a useful life not less than five (5) years, plus any additional costs City may incur to acquire substitute supplies or services.
36. **CONTRACT ADMINISTRATION.** The contract will be administered by the applicable Procurement Officer and/or an authorized representative from the using department (collectively "Contractor Administrators"); all questions regarding the Agreement will be referred to the Contract Administrators. If authorized by the Contract Administrators, supplements or amendments may be written to the Agreement for the addition or deletion of services. Payment will be negotiated and determined by the Contract Administrators.
37. **FORCE MAJEURE.** Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, fire, explosion, legislation, and governmental regulation. The party whose performance is so affected will, within five (5) calendar days of the unforeseeable circumstance, notify the other party of all pertinent facts and identify the force majeure event. The party whose performance is so affected must also take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so or to minimize or eliminate the effect thereof. The delivery or performance date will be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no circumstances will delays caused by a force majeure extend beyond one hundred-twenty (120) calendar days from the scheduled delivery or completion date of a task unless agreed upon by the parties.
38. **COOPERATIVE USE OF CONTRACT.** City has entered into various cooperative purchasing agreements with other Arizona government agencies, including the Strategic Alliance for Volume Expenditures (SAVE) cooperative. Under the SAVE Cooperative Purchasing Agreement, any contract may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of Contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.

City currently holds or may enter into Intergovernmental Governmental Agreements (IGA) with numerous governmental entities. These agreements allow the entities, with the approval of Contractor, to purchase their requirements under the terms and conditions of this Agreement.

A contractor, subcontractor or vendor or any employee of a contractor, subcontractor, or vendor who is contracted to provide services on a regular basis at an individual school shall obtain a valid fingerprint clearance card pursuant to title 41, chapter 12, article 3.1. A school district governing

board shall adopt policies to exempt a person from the requirements of this subsection if the person's normal job duties are not likely to result in independent access to or unsupervised contact with pupils. A school district, its governing board members, its school council members, and its employees are exempt from civil liability for the consequences of adoption and implementation of policies and procedures pursuant to this subsection unless the school district, its governing board members, its school council members or its employees are guilty of gross negligence or intentional misconduct.

Additionally, Contractor will comply with the governing body's fingerprinting policy of each individual school district and public entity. Contractor, subcontractors, vendors, and their employees will not provide services on school district properties until authorized by the school district.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. City is not responsible for any disputes arising out of transactions made by others.

39. **FUEL CHARGES AND PRICE INCREASES.** No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by City's Procurement Services Division.
40. **NOTICES.** All notices to be given pursuant to this Agreement must be delivered to the parties at their respective addresses. Notices may be sent via personal delivery, certified or registered mail with postage prepaid, overnight courier, facsimile, or email. If provided by personal delivery, receipt will be deemed effective upon delivery. If sent via certified or registered mail, receipt will be deemed effective three (3) calendar days after being deposited in the United States mail. If sent via overnight courier, facsimile, or email, receipt will be deemed effective two (2) calendar days after the sending thereof.
41. **GOVERNING LAW, FORUM.** This Agreement is governed by the laws of the State of Arizona. The exclusive forum selected for any proceeding or suit, in law or equity, arising from or incident to this Agreement will be Maricopa County, Arizona.
42. **INTEGRATION CLAUSE.** This Agreement, including all attachments and exhibits hereto, supersede all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties with respect to the work to be performed.
43. **PROVISIONS REQUIRED BY LAW.** Any provision required by law to be in this Agreement is a part of this Agreement as if fully stated herein.
44. **SEVERABILITY.** If any provision of this Agreement is declared void or unenforceable, such provision will be severed from this Agreement, which will otherwise remain in full force and effect. The parties will negotiate diligently in good faith for such amendment(s) of this Agreement as may be necessary to achieve the original intent of this Agreement, notwithstanding such invalidity or unenforceability.
45. **SURVIVING PROVISIONS.** Notwithstanding any completion, termination, or other expiration of this Agreement, all provisions which, by the terms of reasonable interpretation thereof, set forth rights and obligations that extend beyond completion, termination, or other expiration of this Agreement, will survive and remain in full force and effect. Except as specifically provided in this Agreement, completion, termination, or other expiration of this Agreement will not release any party from any liability or obligation arising prior to the date of termination.
46. **A.R.S. SECTIONS 1-501 and 1-502.** Pursuant to A.R.S §§ 1-501 and 1-502, any person who applies to City for a local public benefit (the definition of which includes a grant, contract, or loan) must demonstrate his or her lawful presence in the United States. As this Agreement is deemed a local public benefit, if Contractor is an individual (natural) person or sole proprietorship, Contractor agrees to sign and submit the necessary documentation to prove compliance with the statutes if applicable.
47. **AUTHORITY.** Each party hereby warrants and represents that it has full power and authority to enter into and perform this Agreement and that the person signing on behalf of each is properly

authorized and empowered to enter into the Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

48. **PCI DSS COMPLIANCE.** In the event any Contractor engages in payment card transactions as a part of the services provided to City, Contractor shall comply with the Payment Card Industry Data Security Standards ("PCI DSS") and any amendments or restatements of the PCI DSS during the Term of this Agreement. Contractor accepts responsibility for the security of City's and/or any customer's credit card data in its possession, even if all or a portion of the services to City are subcontracted to third parties.