



Town of Wickenburg

Qualified Vendor List (QVL) for Auto Body Repair Services

RFP # 25-01



PROJECT MANAGER:

Herschel Workman

928-684-5451 x1555

hworkman@wickenburgaz.gov

BID INFORMATION: Electronic Documents

www.wickenburgaz.gov/bids

BID SUBMITTAL DUE DATE:

Tuesday, July 8, 2025 at 11:00 a.m., Arizona Time

Please Note: If documents are downloaded from the Town of Wickenburg website, the contractor is responsible for obtaining any amendments/addendums either through updates on the website or contacting the town through the project manager listed above.

NOTICE & REQUEST FOR PROPOSALS TOWN OF WICKENBURG

Service Name:	Qualified Vendor List (QVL) for Auto Body Repair Services
Service Number:	RFP 25-01
RFQ Opening Date:	July 8, 2025, 11:00 a.m.
Location of RFQ Opening:	Town Clerk's Office 155 North Tegner Street, Suite A Wickenburg, AZ 85390
RFQ Documents available at:	Electronic RFP Documents: www.wickenburgaz.org/bids For assistance, please call Amy Brown, 928-684-5451, Ext. 1517

Date and Location for Submittal of Sealed Proposals: Sealed proposals will be received at the Town of Wickenburg Clerk's Office, 155 N. Tegner, Suite A, Wickenburg, Arizona 85390 until 11:00 a.m. July 8, 2025, for the above services. One (1) original and four (4) copies of the proposals must be submitted in a sealed envelope clearly marked: "RFP 25-01 Qualified Vendor List (QVL) for Auto Body Repair Services" along with the name and address of the business. Any proposal received after the time specified will be returned unopened. It is the proposer's responsibility to assure proposals are received at the above location on or before the specified time. Proposals will be opened at 11:00 a.m. on July 8, 2025 at the Town Hall Council Chambers at 155 N. Tegner St. Wickenburg, AZ 85390 and the names of proposers publicly read aloud.

Work Summary: The town is soliciting proposals from qualified and experienced firms and/or individuals to provide auto body repair services for its fleet vehicles. The town's intent is to establish a Qualified Vendor List (QVL) to streamline future repairs and ensure timely, cost-effective service from trusted providers. The successful bidders will enter into an 'on-call' contract where services will be provided on an as-needed basis.

Proposal Requirement: Each proposal will be in accordance with the proposal requirements, set forth in the Request for Proposal, which may be obtained at the Town Clerk's office, 155 N. Tegner, Suite A, Wickenburg, AZ 85390. Any proposal which does not conform in all material respects to the Request for Proposals will be considered non-responsive.

Right to Reject Proposals: The town reserves the right to reject any or all proposals, waive any informality in a proposal or to withhold the Award for any reason the town determines.

Equal Opportunity: The town is an equal opportunity employer. Minority and women's business enterprises are encouraged to submit proposals on this solicitation.

DATED: May 27, 2025
TOWN OF WICKENBURG, ARIZONA
Amy Brown, Town Clerk

Publication Dates: June 4 and June 11, 2025

**IMPORTANT
PROPOSER'S CHECK LIST
(To be submitted by Proposer with Proposal)**

- ☐ 1. The proposal has been signed in the Proposer's Offer Section. (Proposals not signed in this section will not be considered.) Authorized Signature Form is enclosed.
- ☐ 2. The proposal prices offered have been reviewed.
- ☐ 3. Any required descriptive literature or other information have been included.
- ☐ 4. The Contract Time and/or schedules have been included.
- ☐ 5. Any addendums have been included/noted in Offer Section.
- ☐ 6. The mailing envelope/package has been addressed to:
Town Clerk's Office
155 N. Tegner, Suite A
Wickenburg, Arizona 85390
- ☐ 7. Proposal Package/Envelope has been identified with proposal number and Title.
- ☐ 8. Proposal Package/Envelope has been identified with the name of the business and business address.
- ☐ 9. The proposal with one (1) original and four (4) copies of the proposals is submitted in time to be received and signed in by Clerk's Office representative no later than specified time on designated date. (Otherwise, the proposal cannot be considered.)

REQUEST FOR PROPOSAL DOCUMENTS FOR:
QUALIFIED VENDOR LIST (QVL) FOR
AUTO BODY REPAIR SERVICES
FOR THE TOWN OF WICKENBURG, ARIZONA

The town seeks vendors to provide auto body repair services for its fleet vehicles. The town intends to develop a Qualified Vendor List for these services.

I. REQUIREMENTS FOR PROPOSERS.

1.1 Proposal Opening Date and Location: Proposals will be received in the office of the Town Clerk, 155 N. Tegner, Suite A, Wickenburg, Arizona 85390, until 11:00 AM, Arizona time, on July 8, 2025, at which time the names of the proposers will be opened and publicly read. Proposal prices will not be read. Late proposals will not be considered.

1.2 Proposal Documents Available: The Proposal Documents consist of four parts: I. Requirements for Proposers, II. General Conditions, III. Scope of Work, and IV. Proposer's Proposal (form). The Proposal Documents are available on the Town of Wickenburg website at www.wickenburgaz.org/bids.

1.3 Incorporation of Proposal Documents: All of the Proposal Documents apply to and become a part of the terms and conditions of the proposal.

1.4 Proposal Form: Proposals must be submitted only on the proposal form. All proposals must be submitted in a sealed envelope clearly marked "RFP 25-01 Qualified Vendor List (QVL) for Auto Body Repair Services."

1.5 Pre-Proposal Conference: N/A

1.6 Town's Right to Reject Proposals: The Town of Wickenburg reserves the right to reject any and all proposals and to waive technicalities.

1.7 Late Proposals: Late submittals and/or unsigned Proposals will not be considered under any circumstances. Envelopes containing Proposals with insufficient postage will not be accepted by the town. It is the sole responsibility of the Proposer to see that its Proposal is delivered and received by the proper time and at the proper place.

1.8 Proposal Amendment or Withdrawal: A Proposal may be withdrawn any time before the Proposal due date and time. A Proposal may not be amended or withdrawn after the Proposal due date and time except as otherwise provided by applicable law.

1.9 Public Record: All Proposals submitted in response to this solicitation and all evaluation related records shall become property of the town and shall become a matter of public record for review, subsequent to proposal opening. Request for nondisclosure of data such as trade secrets and other proprietary data, must be made known in writing to the town in Proposals submitted, and the information sought to be protected clearly marked as proprietary. The town will not

ensure confidentiality of any portion of the proposal that is submitted in the event that a public record request is made. The town will provide 48 hours' notice before releasing materials identified by the proposal as confidential or proprietary in order for the proposer to apply for a court order blocking the release of the information.

1.10 Persons with Disabilities: Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Clerk's Office. Requests shall be made as early as possible to allow time to arrange the accommodation.

1.11 Proposal Acceptance Period: All proposals shall remain open for 60 days after the day of the opening of proposals, but the town may, at its sole discretion, release any proposal and return the proposal security (as applicable) prior to that date. No Proposer may withdraw his Proposal during this period without written permission from the town. Should any Proposer refuse to enter into a contract, under the terms and conditions of the procurement, the town may retain the security (as applicable), not as a penalty, but as liquidated damages.

1.12 Addendum: This Request for Proposals may only be modified by a written Addendum. Potential Proposers are responsible for obtaining all addenda.

1.13 Proposer Registration: Proposers shall register on the town's website at <https://wickenburgaz.gov/list.aspx>, in order to automatically receive notification of Addenda to this Solicitation or notice of other solicitation opportunities. A Proposer who is not so registered must contact the Town Contact person, Herschel Workman, at (928) 668-0555 to make other arrangements to receive notice of Addenda to this Solicitation. All addenda will be posted on the Town website at www.wickenburgaz.org/bids.

1.14 General Evaluation Standards:

1.14.1 Evaluation Criteria: The Public Works Director will review the proposals. Selection will be based on price, experience, competency, and designated subcontractors. The Director will make a recommendation to the Town Council. Price proposals shall include all costs of bidder, including but not limited to labor, materials, overhead, insurance, taxes and subcontractors.

1.14.2 Right to Reject: The town reserves the right to reject any or all proposals or any part thereof, or to accept any proposal, or any part thereof, or to withhold the award and to waive or decline to waive irregularities in any proposal when it determines that it is in its best interest to do so.

1.14.3 Disqualification: A Proposer (including each of its principals) who is lawfully prohibited from any public procurement activity may have its Proposal rejected.

1.14.4 Clarifications: The town reserves the right to obtain Proposer clarifications where necessary to arrive at full and complete understanding of Proposer's product, service, and/or solicitation response. Clarification means a communication with a Proposer for the sole purpose of eliminating ambiguities in the Proposal and does not give Proposer an opportunity to revise or modify its proposal.

1.14.5 Waiver and Rejection Rights: The town reserves the right to reject any or all Proposals or to cancel the solicitation altogether, to waive any informality or irregularity in any Proposal received, and to be the sole judge of the merits of the respective Proposals received.

1.15 Proposal Preparation:

1.15.1 Format: Proposers shall submit their Proposal with one (1) original and four (4) copies and the Proposal shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document must be legible and contain the same information requested on the forms provided.

1.15.2 No Facsimile or Electronic Mail Proposals: Proposals may not be submitted in facsimile or electronically. A facsimile or electronic mail Proposal shall be rejected.

1.15.3 Typed or Ink Corrections: The Proposal shall be typed or in ink. Erasures, interlineations, or other modifications in the Proposal shall be initialed in ink by the person signing the Proposal.

1.15.4 No Modifications: Modifications shall not be permitted after Proposals have been opened except as otherwise provided under applicable law.

1.15.5 Content: The Proposal shall contain all of the following information:

Brief Description of the Proposer's Firm:

- A. Office location
- B. Length of time in business
- C. Total number of employees and number of local employees
- D. Names of principals, their disciplines, and Arizona registration.
- E. Services provided by the firm
- F. Experience in providing similar services within the last 5 years
- G. Three (3) references

Subcontractors:

Please list any firms that will act as subcontractors to your firm. Provide information regarding prior projects on which subcontractors have worked with your firm.

Project Team:

List those individuals who will do the work on this Contract. Provide the following information for each team member:

- A. Team assignment
- B. General qualifications

- C. Any project experience directly relevant to this Contract while with this firm
- D. Indicate current workload and *certify* that no team members will be substituted without prior approval from the Town of Wickenburg

Relevant Experience:

Include brief descriptions of Services completed by the project team that directly relate to this Contract. Information requested includes project name, client, locations, budget, completion date, and functional use of the facility. Current client contact and telephone numbers for each project are also requested. Indicate whether the design was completed on schedule, within budget, and please indicate and describe the circumstances. Also, indicate design problems encountered and solutions to those problems which were developed by the project team.

Approach:

Demonstrate the understanding of the Services and the steps you will undertake to accomplish the task. Discuss the firm's unique ability, if any, to professionally provide project management services.

1.15.6 Solicitation Addendum Acknowledgement: Each Solicitation Addendum shall be acknowledged in the Proposal Section, which shall be submitted together with the Proposal on the Proposal due date and time. Failure to note a Solicitation Addendum may result in rejection of the Proposal.

1.15.7 Evidence of Intent to be Bound: The Proposal form within the Solicitation shall be submitted with the Proposal and shall include a signature by a person authorized to sign the Proposal. The signature shall signify the Proposer's intent to be bound by its Proposal and the terms of the Solicitation and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of intent to be bound, such as an original signature, shall result in rejection of the Proposal.

1.15.8 Non-Collusion and Non-Discrimination: By signing and submitting the Proposal, the Proposer certifies that: the Proposer did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Proposal; and the Proposer does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, age, sex, national origin, or disability, and that it complies with all applicable Federal, state and local laws and executive orders regarding employment.

1.16 Inquiries:

1.16.1 Duty to Examine: It is the responsibility of each Proposer to examine the entire Solicitation, seek clarification (inquiries), and examine its Proposal for accuracy before submitting the Proposal. Lack of care in preparing a Proposal shall not be grounds for modifying or withdrawing the Proposal after the Proposal due date and time, nor shall it give rise to any Contract claim.

1.16.2 Contact Person: Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation should be directed solely to the Contact person listed on the cover page of the solicitation. The Proposer shall not contact or direct inquiries concerning this Solicitation to any other town employee unless the Solicitation specifically identifies a person other than the Contact Person as a contact.

1.16.3 Submission of Inquiries: All inquiries except those at the Pre-Proposal Conference shall be submitted in writing and shall refer to the appropriate Solicitation number, page, and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry, since it may then be identified as a Proposal and not be opened until after the Proposal due date and time. The town shall consider the relevancy of the inquiry but is not required to respond in writing.

1.16.4 Timeliness: Any inquiry or exception to the solicitation shall be submitted as soon as possible and should be submitted at least ten (10) days before the Proposal due date and time for review and determination by the town. Failure to do so may result in the inquiry not being considered for a Solicitation Addendum.

1.16.5 No Right to Rely on Verbal Responses: A Proposer shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the Solicitation.

II. GENERAL CONDITIONS

2.1 Contract Term; Renewal: If funds for this Contract are not appropriated or budgeted by July 1 of each year, town may terminate this contract by giving written notice to Contractor. Otherwise, the Contract term commences upon execution of the Contract and continues for three (3) years. The Contract may be renewed for up to one (1) additional 3-year term upon mutual agreement of the parties. The Contract may be renewed upon written approval of town's Purchasing Officer if: (1) the renewal Contract amount does not exceed \$100,000; or (2) the original prices remain in effect during the renewal term. If at least 60 days prior to the end of the original term the Contractor requests a price adjustment, Contractor shall submit evidence of increased costs to the Contractor. Any price adjustment shall be in the sole discretion of town and shall not exceed the amount of increased cost to the Contractor. Price adjustment requests shall be a factor in the Contract extension review process. A price adjustment of less than 10% of the original contract price may be approved by the Purchasing Officer. The Town Council must approve renewal in all other cases. Any renewal shall be in writing and shall expressly state the prices for the services during the renewal term. Any renewal shall be contingent on funds being appropriated or budgeted for the renewal term.

2.2 Cooperative Use of Contract: Upon written approval of the Successful Proposer and town, this Contract may be tendered for use by other municipalities and government agencies.

III. SCOPE OF WORK

1. Overview:

The Town of Wickenburg seeks to establish a Qualified Vendor List (QVL) for auto repair services for its fleet of vehicles and equipment. The purpose of this QVL is to identify vendors who are qualified to provide timely and high-quality maintenance and repair services on an as-needed basis.

2. Services to be Provided:

The selected vendors will primarily provide auto body repair services for the town's fleet of vehicles and equipment, which may include but are not limited to the following:

- **Auto Body Repair:**
 - Collision repair and structural frame alignment
 - Paint touch-ups and full repaints, including fleet vehicle branding and custom finishes for specialized vehicles
 - Dent and scratch repair, including paintless dent removal (PDR)
 - Rust and corrosion treatment and repair
 - Windshield and glass repair/replacement
- **Specialty Vehicle Body Work:**
 - Custom vehicle graphics, decals, and striping for emergency vehicles, police cars, fire trucks, and municipal fleet vehicles
 - Body work specific to heavy-duty equipment, specialty vehicles, or vehicles with unique body designs
- **Cosmetic Repairs:**
 - Cosmetic touch-ups to maintain a professional appearance of fleet vehicles, including high-touch areas like bumpers, side panels, and mirrors
- **Additional Services (if required):**
 - Minor mechanical services related to body work (e.g., lighting or electrical issues related to body repairs)
 - Mobile repair services for on-site body work

3. Vendor Qualifications:

To be considered for the Qualified Vendor List, vendors must meet the following minimum qualifications:

- **Minimum Experience:** 3 years of experience specializing in auto body repair services, including dent removal, paint touch-ups, and full repaints, particularly for fleet vehicles or specialized equipment.

- **Preferred Experience:** 5 or more years in auto body work, with demonstrated expertise in working with municipal or government fleets, including heavy-duty vehicles, emergency vehicles (fire trucks, police cars), and specialty fleet equipment.
- **Insurance Requirements:** Vendors must carry appropriate liability insurance, worker's compensation, and other relevant coverage.
- **Service Capacity:** Vendors must demonstrate sufficient resources, facilities, and equipment to perform the required services efficiently.
- **Licensing and Certification:** Vendors must have the necessary credentials to ensure the provision of high-quality auto body repair services.

Required:

- A valid business license to operate as an auto body repair service provider.
- ASE (Automotive Service Excellence) Certification or equivalent certification in auto body repair or collision repair.
- I-CAR Certification (or equivalent) for technicians, ensuring proficiency in auto body work, including collision repair, dent removal, frame alignment, and paint work.
- Paintless Dent Repair (PDR) Certification is preferred for vendors who will perform dent repairs without repainting.

Optional (if applicable):

- Manufacturer-specific certifications for repairs to specialty vehicles, such as emergency vehicles (police, fire trucks, etc.)

4. Performance Standards:

Vendors selected for the Qualified Vendor List must be able to meet the following performance standards:

- **Timely Response:** Provide quick turnaround for repairs and maintenance, including emergency services when necessary.
- **Quality of Work:** Ensure that all repairs are performed according to industry standards and that work is guaranteed for a specified period.
- **Communication:** Maintain clear communication with the town's designated point of contact regarding work status, service recommendations, and billing.

5. Terms of Engagement:

- **Service Requests:** The town will issue individual service requests to vendors from the Qualified Vendor List as needed, based on availability, expertise, and service requirements.
- **Contract Period:** The term of the Qualified Vendor List will be for a period of 3 years, with the option to renew for one 3-year renewal term.
- **Pricing:** Pricing for services will be based on agreed-upon rates as outlined in the vendor's proposal. Discounts, special pricing for fleet maintenance, or volume-based pricing may be considered.

6. Evaluation and Selection:

Vendors will be evaluated based on their qualifications, experience, cost competitiveness, and ability to meet the town's needs. The town reserves the right to add or remove vendors from the Qualified Vendor List as necessary, based on performance and changing needs.

7. Responsibilities of the Vendor:

- Perform repairs and maintenance in a timely and efficient manner.
- Provide detailed invoices and reports on work performed, including recommendations for future services.
- Maintain appropriate records and documentation of services rendered.

IV. PROPOSER'S PROPOSAL

4.1 Proposer's Proposal: For the proposal opening on July 8, 2025 for services.

4.2 Covenant Clause: It is expressly agreed by Proposer that these covenants are irrevocable and perpetual.

4.3 Conditions Accepted: The undersigned Proposer declares that before preparing this proposal, he or she has read the Proposal Documents carefully, and that this proposal is made with full knowledge of the kind, quality, and quantity of services to be furnished by signing this proposal. Proposer agrees to all conditions contained in the Proposal Documents.

4.4 Proposal Pricing: The hourly rates or other unit prices that will apply to all Services performed under this contract shall be submitted and will be used as Exhibit A for this contract.

4.5 Contract Acceptance: Proposer proposes and agrees that if this proposal is accepted, he or she will enter into a contract with the Town of Wickenburg within ten (10) days after the town's acceptance of this proposal at the listed scheduled price.

4.6 Affidavit: The following affidavit is submitted by the Proposer as part of this proposal:

State of Arizona)
) ss.
Maricopa County)

The undersigned deponent, of lawful age, being duly sworn upon his oath, deposes and says:

That he/she has lawful authority to execute the within and foregoing proposal; that he/she has executed the same by subscribing his/her name hereto under oath for and on behalf of said Proposer; that Proposer has not directly or indirectly entered into any agreement, express or implied, with any Proposer or Proposers, having for its object the controlling of the price or amount of such proposal or proposals, the limiting of the proposals or the Proposers, the parceling out to any Proposer or any other person of any part of the contract or any part of the subject matter of the proposal or proposals or of the profits thereof, and that he/she has not and will not divulge the sealed proposal to any other person whatsoever, except those having a partnership or financial interest with him and said Proposer, until after the sealed proposal or proposals are open.

That Proposer has received and reviewed all Addenda Nos. _____ issued for this Proposal. (Proposer's failure to list all Addenda numbers issued shall be grounds for rejection of the Proposal).

Name

Title

SUBSCRIBED AND SWORN TO BEFORE ME this ____ day of _____,
20__, by _____.

Notary Public

My Commission Expires:

TOWN OF WICKENBURG, ARIZONA**AUTHORIZED SIGNATURE FORM**

Town Contract Number: _____

Contractor Name: _____

WHEREAS, the Town of Wickenburg requires that Contractor execute documents necessary for the prompt and efficient execution of the business related to the CONTRACT;

NOW, THEREFORE, on behalf of the Contractor, I hereby declare that
 _____ is/are authorized to execute and sign on behalf
 (Name of Parties Authorized)
 of said Contractor the following documents:

- | | |
|-----------------|-------------------------------|
| 1. The CONTRACT | 4. CHANGE ORDERS |
| 2. Payrolls | 5. All other papers necessary |
| 3. Claims | for the conduct of the |
| | corporation's affairs and |
| | the execution of the CONTRACT |

The above-named person is granted the authority and duties herein referenced for the duration of the CONTRACT for this PROJECT or until express notice of revocation has been duly given in writing, whichever is the lesser period. In the event Contractor is governed by a Board of Directors, a copy of the Resolution of the Board granting authority to said person(s) is attached hereto, and I hereby verify that such Resolution remains in full force and effect.

 Name

 Title

(Seal of Corporation)

 STATE OF _____)
) ss.
 County of _____)

I, _____ of the _____
 corporation, do hereby certify that the above is a true and correct copy of a resolution adopted by
 the Board of Directors of said corporation, at a meeting of said Board held on
 _____, 20_____, and that the same is in full force and effect at this
 time.

DATED _____, 20____.

(Officer of Corporation)

(Seal of Corporation)

STATE OF _____)
) ss.
County of _____)

This instrument was acknowledged before me this _____ day of _____, 20____ by _____, appearing before the undersigned Notary Public and stated that he executed such instrument on behalf of said corporation for the purpose and consideration therein expressed.

Notary Public

My Commission Expires:

TOWN OF WICKENBURG CONTRACT
AUTO BODY REPAIR SERVICES
Contract No. _____

THIS Contract is between the Town of Wickenburg, Arizona, a municipal corporation, (“Wickenburg”), and _____, a _____ corporation, (“Contractor”).

In consideration of the mutual promises made in this contract, Wickenburg and Contractor agree as follows:

1. Agreement. This contract is an on-call contract. A general description of the kind of Services that may be authorized is set forth on Exhibit A. Specific jobs will be authorized by an Authorization for Services. A form of Authorization for Services is attached hereto as Exhibit B. Delivery of a signed Authorization for Services shall constitute Contractor’s authorization to proceed with the Services described in such Authorization for Services. Wickenburg does not guarantee any amount of work under this contract. All Services shall be performed in compliance with applicable laws and regulations.
2. Contract Price. The contract price for all Authorizations for Services during the term of this contract shall not exceed \$150,000. The hourly rates or other unit prices are set forth on Exhibit A and will apply to all Services performed under this contract. The contract price for each job is set forth on each Authorization for Services. If Contractor supplies any materials that are not included in the contract price, a description of the materials and the price of the materials shall be set forth on the Authorization for Services. The invoice for the Services shall be submitted to the Wickenburg’s Representative within thirty (30) days from the completion of the Services described in an Authorization for Services. Invoices shall include the contract number and dates when the Services were performed. Payment will only be made for satisfactory Services.
3. Quality. All Services shall be of good quality and free of defects, performed in a diligent and professional manner, and performed only by persons holding valid licenses required to perform the Services.
4. Contractor Responsible to Know Conditions. Contractor shall tour the site where the Services are to be performed and become familiar with existing conditions, including utilities, prior to commencing the Services and notify Wickenburg of any constraints associated with the Services site.
5. Representatives. Wickenburg Representative for this contract is Herschel Workman. The Contractor representative for this contract is _____. All communications between the parties shall be through these representatives.
6. Subcontracts. Contractor's subcontracts are set forth in Exhibit A. Any modification to the list of Subcontractors requires the written consent of the Wickenburg.
7. Business Licenses. Contractor shall obtain and pay for all business registrations, licenses, permits, governmental inspections and governmental fees necessary and customarily required for the proper execution and completion of Services. Contractor shall pay all applicable taxes.

8. Independent Contractor. Contractor agrees it is an independent Contractor for purposes of all laws, including but not limited to the Fair Labor Standards Act, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, Internal Revenue Code, Immigration and Naturalization Act; Arizona revenue and taxation, workers' compensation, and unemployment insurance laws.

9. Contract Term. The Contract term commences upon execution of the Contract and continues for three (3) years. The Contract may be renewed for up to one (1) additional 3-year term upon mutual agreement of the parties. All Services in an Authorization for Services shall be complete on or before the date set forth in the Authorization for Services.

10. Change Orders. Wickenburg may, by written change order, make changes in the Services, in which case a written change order shall be executed setting forth the change to the Services and the adjusted contract price. No services outside the Services described on Exhibit A shall be performed without a prior change order.

11. Insurance Representations and Requirements.

11.1 General. Contractor shall purchase and maintain, at its own expense, the minimum insurance coverage required by this Paragraph 11 with insurance companies licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of A-7 or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to Wickenburg. All insurance coverage, except Workers Compensation insurance and Professional Liability insurance if applicable, shall name, claims arising out of the performance of this Contract, Wickenburg, its agents, representative, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Contract. All insurance required herein shall be maintained in full force and effect until all Services are satisfactorily performed, completed and formally accepted by the Wickenburg. Contractor's insurance shall be primary insurance as respects performance of subject Contract. All policies, including Workers' Compensation Insurance, shall contain a waiver of rights of recovery (subrogation) against Wickenburg, its agents, representative, officials, directors, officers, and employees for any claims arising out of the Services of Contractor. Prior to commencing any Services, Contractor shall furnish Wickenburg with Certificate(s) of Insurance. Such Certificate(s) shall identify the contract and be sent to Wickenburg:

11.2 Minimum Required Coverage.

Commercial General Liability: \$1,000,000 for each occurrence, \$2,000,000

Vehicle Liability: \$1,000,000 each occurrence on Contractor's owned, hired, and non-owned vehicles.

Workers' Compensation Insurance: Statutory

12. Termination. Wickenburg may terminate this contract or any part for convenience upon written notice to Contractor; upon receipt, Contractor shall immediately stop work and shall be paid for that percentage of the Services performed.

13. Litigation. Should litigation be necessary to enforce any term or provision of this Contract, or to collect any damages claimed or portion of the amount payable under this Contract, that all litigation and collection expenses, witness fees, court costs, and reasonable attorneys' fees incurred shall be paid to the prevailing party.

14. Immigration Law Compliance Warranty. Contractor shall comply with applicable laws. Contractor warrants compliance with federal immigration law and use of E-Verify. The immigration law warranty set forth in A.R.S. § 44-14401 is incorporated herein by reference in full.

15. Notices. Any notice to be given shall be in writing, shall be deemed to have been given when personally served or when mailed by certified or registered mail, as follows:

WICKENBURG:

CONTRACTOR

Town Manager

Town of Wickenburg

155 N. Tegner, Suite A

Wickenburg, Arizona 85390

The address may be changed by either party by serving notices as provided above.

16. Controlling Law. This Contract is to be governed by the laws of the State of Arizona.

17. Acceptance. If work is rejected by Wickenburg due to noncompliance with the contract, Wickenburg, after notifying Contractor in writing, may require Contractor to correct the deficiencies at Contractor's expense, or cancel the contract and pay Contractor only for work properly performed.

18. Warranty. Contractor warrants all Services for a period of one (1) year following final acceptance by Wickenburg. Upon receipt of written notice from Wickenburg, Contractor at its own expense shall promptly correct work rejected as defective or as failing to conform to the contract, whether observed before or after acceptance, and whether or not fabricated, installed or completed by Contractor, and shall bear all costs of correction. If Contractor does not correct deficiencies within a reasonable time specified in the written notice from Wickenburg, Wickenburg may perform the work and Contractor shall be liable for the costs. This one-year warranty is in addition to, and does not limit Contractor's other obligations herein.

19. Indemnification. Contractor shall indemnify, defend and hold harmless Wickenburg, its council, boards and commissions, officers, employees from all losses, claims, suits, payments and judgments, demands, expenses, attorney's fees or actions of any kind resulting from personal injury to any person, including employees, subcontractors or agents of Contractor or damages to any property arising or alleged to have arisen out of the activities performed by or on behalf of Contractor of the contract, except any such injury or damages arising out of the sole negligence of Wickenburg, its officers, agents or employees.

20. Israel. To the extent A.R.S. § 35-393 through § 35-393.03 is applicable, Contractor certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in, a boycott of Israel, as that term is defined in A.R.S. § 35-393.

21. China. Pursuant to and in compliance with A.R.S. § 35-394, Contractor hereby agrees and certifies that it does not currently, and agrees for the duration of this Agreement that Contractor will not, use: (i) the forced labor of ethnic Uyghurs in the People's Republic of China; (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (iii) 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. Contractor also hereby agrees to indemnify and hold harmless Wickenburg, its officials, employees, and agents from any claims or causes of action relating to Wickenburg's action based upon reliance upon this representation, including the payment of all costs and attorney fees incurred by Wickenburg in defending such as action.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date and year last set forth below.

WICKENBURG

CONTRACTOR

By: _____
Town Manager

By: _____
Name: _____
Its: _____

Date: _____

Date: _____

EXHIBIT A
DESCRIPTION OF SERVICES; CONTRACT PRICE

General Description of Services:

- **Auto Body Repair:**
 - Collision repair and structural frame alignment
 - Paint touch-ups and full repaints, including fleet vehicle branding and custom finishes for specialized vehicles
 - Dent and scratch repair, including paintless dent removal (PDR)
 - Rust and corrosion treatment and repair
 - Windshield and glass repair/replacement
- **Specialty Vehicle Body Work:**
 - Custom vehicle graphics, decals, and striping for emergency vehicles, police cars, fire trucks, and municipal fleet vehicles
 - Body work specific to heavy-duty equipment, specialty vehicles, or vehicles with unique body designs
- **Cosmetic Repairs:**
 - Cosmetic touch-ups to maintain a professional appearance of fleet vehicles, including high-touch areas like bumpers, side panels, and mirrors
- **Additional Services (if required):**
 - Minor mechanical services related to body work (e.g., lighting or electrical issues related to body repairs)
 - Mobile repair services for on-site body work

Fees (hourly rates or other unit prices):

EXHIBIT B
FORM OF AUTHORIZATION FOR SERVICES FOR A JOB

Description of specific Services for this job (include specific Services to be provided for this job):

Location:

Start date:

Completion date:

Contract Price (including but not limited to labor, materials, overhead, insurance, taxes and subcontractor cost):

Total contract price:

Subcontractors: