



## NOTICE OF SOLICITATION

**SERIAL 08073-S**

**INVITATION FOR BID FOR: AUTO BODY REPAIR**

Notice is hereby given sealed bids will be received by the Materials Management Department, Materials Management Center, 320 West Lincoln Street, Phoenix, Arizona 85003-2494, until 2:00 P.M./M.S.T. on **SEPTEMBER 23, 2008** for the furnishing of the following for Maricopa County. Bids will be opened by the Materials Management Director (or designated representative) at an open, public meeting at the above time and place.

All bids must be signed, sealed and addressed to the Materials Management Department, Materials Management Center, 320 West Lincoln Street, Phoenix, Arizona 85003-2494, and marked "**SERIAL 08073-S INVITATION FOR BID FOR AUTO BODY REPAIR.**"

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

**ALL ADMINISTRATIVE INFORMATION CONCERNING THIS INVITATION FOR BID AND THE CONTRACTUAL TERMS AND CONDITIONS CAN BE LOCATED AT <http://www.maricopa.gov/materials>. ANY ADDENDA TO THIS INVITATION FOR BID WILL BE POSTED ON THE MARICOPA COUNTY MATERIALS MANAGEMENT WEB SITE UNDER THE SOLICITATION SERIAL NUMBER.**

BID ENVELOPES WITH INSUFFICIENT POSTAGE WILL NOT BE ACCEPTED BY THE MARICOPA COUNTY MATERIALS MANAGEMENT CENTER

DIRECT ALL INQUIRIES TO:

Andrea Stupka  
PROCUREMENT OFFICER  
TELEPHONE: (602) 506-3504

**THERE WILL BE A MANDATORY PRE-BID CONFERENCE ON SEPTEMBER 8, 2008 AT 8:30 A.M. AT THE MARICOPA COUNTY MATERIALS MANAGEMENT DEPARTMENT, 320 W. LINCOLN ST., PHOENIX, AZ 85003**

**NOTE: MARICOPA COUNTY PUBLISHES ITS SOLICITATIONS ONLINE AND THEY ARE AVAILABLE FOR VIEWING AND/OR DOWNLOADING AT THE FOLLOWING INTERNET ADDRESS:**

<http://www.maricopa.gov/materials/advbd/advbd.asp>

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**INVITATION FOR BID FOR: AUTO BODY REPAIR**

1.0 **INTENT:**

The intent of this Invitation for Bids (IFB) is to establish a multi-vendor contract for vehicle collision and accident repairs to County owned vehicles. This contract will cover all accidents claims over one-thousand dollars (\$1000.00). The contract will be awarded in three (3) categories: Passenger Cars and Light Trucks, Medium to Heavy-duty Trucks, and Off-road Equipment. Bidders are instructed to bid on only those categories their facility is equipped to repair. The bidder's facility shall be equipped with all equipment necessary to make repairs that meet or exceed the specifications for the category bid.

Maricopa County records indicate expenditure of approximately \$500,000.00 during the last 12 months. The vehicle collision repairs expense for the future will depend upon the number of vehicles in use and other relevant factors.

2.0 **SCOPE OF SERVICES:**

2.1 **TECHNICAL REQUIREMENTS:**

2.1.1 DEFINITIONS:

2.1.1.1 Mechanical: front and rear suspension, drive train components, radiator condensers, air bags, and other sensors, steering columns, lights, computer controls and associated wiring, engines, transmissions, final drives, extension slides, hydraulic components, steering motors.

2.1.1.2 Body/fender: sheet metal components, glass, door and window mechanisms, latching devices, bumpers, trailer hatches, mounted accessories and devices (fuel tanks, tool boxes, emergency lighting, remote power equipment), dump beds, roll over protection security (ROPS).

2.1.1.3 Off Road Equipment: back hoe, trackers, road graders, bulldozers, other earth moving construction equipment.

2.1.1.4 Rework: Any services provided to the County that is deemed unacceptable and thus must be returned to the Contractor for the purposes of making corrections to the satisfaction of the County.

2.1.2 CONTRACTOR REQUIREMENTS:

2.1.2.1 EXPERIENCE:

The contractors shall have been in the auto body collision repair business for a minimum of five-(5) consecutive years and completely familiar with the specified requirements and methods needed for proper performance of this contract. Proof of these requirements must accompany bid package. (i.e. Business License or documentation showing how long contractor has been in business, when/if incorporated.)

2.1.2.2 BUSINESS HOURS:

The contractors shall be open Monday through Friday except on holidays.

2.1.2.3 ESTIMATE GUIDE:

The contractors shall utilize current estimating guide source (i.e., Mitchell).

**2.1.2.4 I-CAR CERTIFICATION:**

The contractors' technicians and collision repair facility shall be Inter-Industry Conference on Automotive Collision Repair (I-CAR) certified, with the exception of the heavy truck repairs. Subcontractors shall follow the same guidelines as specified in this IFB. Proof of these requirements must accompany bid package.

**2.1.2.5 SAFETY STANDARDS:**

The contractors shall be in compliance with all applicable Local, State and Federal Laws; Environmental and Safety Regulations, and Fire Codes

**2.1.2.6 DUST-FREE PAINT BOOTH:**

The contractors must have a dust free, fully in accordance with current environmental laws and regulations paint booth on site.

**2.1.2.7 UNIBODY / FRAME SYSTEM:**

The contractors shall have a dedicated fixture uni-body repair bench system at the repair facility. The bench system shall be capable of making multiple body and structural pulls for straightening. A printout of the alignment (thrust and four-wheel alignment) shall be provided with each repair order -- no exceptions. *A printed report detailing the accuracy of any frame repair must accompany the final invoice.*

**2.1.2.8 AIR CONDITIONING REPAIR/RECHARGING SERVICES:**

The contractors shall have an air conditioning refrigerant recycling and charging system and be UL approved and meet all federal and state requirements.

**2.1.2.9 WELDING:**

The contractors shall have appropriate welding equipment for body welding and utilize only I-CAR certified welders. Gas welding is not acceptable, no exceptions. The contractors shall make sure the vehicle computer systems and airbag triggers are disconnected prior to any welding performed. The contractors shall be responsible for total replacement of the vehicles on board computers and airbag components damaged due to negligence by not disconnecting the computers before performing welding.

**2.1.2.10 VEHICLE HOIST:**

The contractors shall possess a fully functional vehicle hoist at all locations for inspections purposes.

**2.1.2.11 HEADLIGHT AIMING:**

The contractors shall possess a fully functional headlight aiming tool / system.

**2.1.2.12 PAINT REQUIREMENT:**

The contractors shall have on-site a complete paint mixing system for color matching requirements. The paint quality level shall be equal to the longevity of the original paint manufacturer's.

**2.1.2.13 QUALITY CONTROL:**

All installations and fabrications are subject to the County quality control inspection. All rework shall be performed at no additional cost to the County.

**2.1.2.14 VEHICLE SECURITY:**

The contractor's facility shall have an indoor or outdoor secure and locked parking lot with cameras / monitoring security system. The contractors are responsible for the security of all County vehicles while in possession.

**2.1.3 BUSINESS REQUIREMENTS:**

**2.1.3.1 JOB ASSIGNMENTS:**

The contractors awarded first call / primary by category will be contacted first by the County. If the primary contractor is unable to meet the County's required turn-around time for the repair, the secondary contractor will be contacted.

**2.1.3.2 LOCATION OF ACCIDENT VEHICLE/TRANSPORT:**

All accident vehicles will be located at Maricopa County Equipment Services Department located at 3325 West Durango, Phoenix. The contractors are responsible for all cost to transport the accident vehicles to and from their facility (except total loss vehicles ref. 2.1.3.11). The contractors shall not charge storage fees to the County.

**2.1.3.3 PUBLIC SAFETY VEHICLES:**

The contractors agree to prioritize all repairs to public safety vehicles over other assigned repairs in their facility. Public safety vehicles are owned by the County's agencies providing safety, health or welfare to the general public such as Sheriff's Department, Transportation Department, Flood Control Department, and Vector Control Department, etc.

**2.1.3.4 ESTIMATES:**

Within four (4) hours of receipt of the accident vehicle at their facility, the contractors shall prepare a written preliminary estimate by an I-CAR certified technician for the required accident claim(s) over one thousand dollars (\$1000.00).

2.1.3.4.1 All estimates shall reference the pricing page form Attachment A labor rate/labor hours; identify parts on hand and parts to be ordered; parts cost by component (OEM, Aftermarket or Used). Provide an estimated date of completion. If this date changes, the contractor(s) is responsible for contacting Risk Management (602-506-2298).

2.1.3.4.2 All estimates shall accompany photos of the damage and use a non permanent sharpie / wax marker (color appropriate) to circle the damages and measurements of the dents.

2.1.3.4.3 The contractor(s) shall contact Risk Management at (602-506-2298), or by e-mail (address to be provided), and submit the preliminary estimate to the assigned adjuster.

2.1.3.4.4 Risk Management's Adjuster shall approve the estimate from the contractor(s) of the subject vehicle(s) prior to any repair work performed. The County reserves the right to assign an independent

Appraiser to give an estimate on the accident claim. The County Appraiser and the Contractor shall apply the industry standards guidelines.

2.1.3.4.5 When approved Risk Management shall issue a claim number to the contractor authorizing the repairs.

2.1.3.4.5.1 No work shall be authorized without a claim number.

2.1.3.4.6 The County reserves the right to utilize the contractors on this contract for estimates less than one thousand dollars (\$1000.00) if it's determined to be in the best interest to the County.

2.1.3.5 DISPUTES ON ESTIMATES:

If the County's Adjuster or County's independent Appraiser disputes an estimate(s) from the contractor(s); all parties must discuss / re-evaluate the estimate and come to an agreement. The lower cost estimate will be used for accident claim(s). If no agreement is made the County reserves the right to go to the next lowest bidder or the contractor(s) can submit in writing a "decline to repair" the vehicle under the County's suggested estimate. This is not intended to terminate the contractor from future accident claims only to move forward on the repairs.

2.1.3.6 HIDDEN DAMAGE:

During the course of repair, if additional damages are found that were not included in the original estimate; the contractors shall contact Risk Management (602-506-2298) to re-inspect and approve. A written supplement shall be submitted by fax (602-506-5939) to the attention: Claims Adjuster at Maricopa County Risk Management Department.

2.1.3.7 COLLISION REPAIRS:

The Contractors shall guarantee and demonstrate that all structural procedures performed meet or exceed O.E.M. specifications. The Contractor shall utilize modern, well maintained tools, and perform all repairs according to the vehicle's factory recommended repair techniques and according to industry standards. If no repair techniques are recommended, then I-CAR procedures are to be used.

2.1.3.8 PARTS REQUIREMENT:

Contractors shall follow the directions of the County's adjuster or independent appraiser regarding when to use Original Manufacturer Equipment (OEM), Aftermarket, or used parts for replacement / repair. For each repair the contractors shall provide an invoice listing OEM or Aftermarket, Used parts purchased for the assigned vehicle. The contractors shall keep all the old parts from the damaged vehicle(s) until an inspection from RM has been completed and satisfied.

2.1.3.9 WARRANTY:

The contractors shall provide a written warranty of minimum of five- (5) year on parts and labor or until the County auctions the vehicle, whichever is greater. The effective warranty date shall be the release date by Risk Management.

**2.1.3.10 STATUS REPORTS:**

The contractors shall submit a weekly report to Risk Management with the vehicle number, date received, and a detailed status of the repair, via email or fax (602-506-5939) to the attention of the assigned adjuster. The report shall be submitted every Monday by 4:00 p.m.

**2.1.3.11 DETERMINATION OF A "TOTAL LOSS " VEHICLE:**

In cases where a vehicle must be dismantled in order to determine if it is a "total loss" it will be the responsibility of the Contractors, before the vehicle is dismantled, to contact the assigned adjuster at Risk Management (602-506-2298) and get approval for the work.

2.1.3.11.1 If the vehicle is determined to be a "total loss" the contractors shall be entitled to recover cost incurred for dismantling and the one-way tow to their facility. The County is responsible for the one-way tow from the contractors' facility utilizing our own County Towing contract.

2.1.3.11.2 The contractors shall provide a labor rate and tow / hook up rate for this type of service on Attachment A. The County reserves the right to dispute the labor rate and labor hours if deemed excessive / unreasonable according to industry standards.

**2.1.3.12 COMPLETED VEHICLE:**

The contractors shall contact Risk Management (602-506-2298) when vehicle(s) are completed and ready for inspection.

2.1.3.12.1 All vehicles repairs shall be inspected at the contractors' facility for approval by RM prior to the vehicle(s) delivered to Equipment Services Department at 3325 West Durango Street, Phoenix, AZ 85009.

2.1.3.12.2 Risk Management shall inspect the body repairs from the approved estimate and photographs. The invoice shall match the approved estimate. The contractors shall have the invoice signed by RM as a receipt of approval. If the work is unacceptable, the contractor is required to make corrections in the time frame required by RM at no additional cost to the County. The contractors are responsible for the transport to and from their facility at no cost to the County.

**2.1.3.13 SITE VISITS, PERFORMING DUE DILIGENCE:**

A site inspection shall be performed by Risk Management and Equipment Services personnel in the evaluation process prior to award. The inspection is to determine the contractor's facility has the ability to perform such repairs as specified herein. Failure to meet any requirements is cause for the County to reject a bid. The County reserves the right to visit the contractor's facility at any time after an award has been made.

A written determination of responsibility will be issued to the Materials Management Department based on the following criteria:

2.1.3.13.1 Adequate personnel with knowledge

2.1.3.13.2 Adequate shop capacity, equipment and tools required to perform the specifications

2.1.3.13.3 Vendor reference check

2.2 FACILITIES:

During the course of this Contract, the County shall provide the Contractor's personnel with adequate workspace for consultants to access the vehicle to provide estimates and to tow the vehicle to the contractor's site.

2.3 INVOICES AND PAYMENTS:

2.3.1 **The Contractor shall submit one (1) legible detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:**

- 2.3.1.1 Company name, address and contact
- 2.3.1.2 County bill-to name and contact information
- 2.3.1.3 Contract Serial Number
- 2.3.1.4 County purchase order number
- 2.3.1.5 Invoice number
- 2.3.1.6 Claim number
- 2.3.1.7 Payment terms
- 2.3.1.8 Date received
- 2.3.1.9 Description of Purchase (services)
- 2.3.1.10 Labor rate per category / section
- 2.3.1.11 Pricing per discounts
- 2.3.1.12 Extended price
- 2.3.1.13 Repairs match approved estimates/supplement (s)
- 2.3.1.14 Total Amount Due

**Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.**

2.3.2 Payment will be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Award the Contractor shall fill out an EFT Enrollment form (to be provided by the Procurement Officer) or as located on the County Department of Finance Website as a fillable PDF document ([www.maricopa.gov/finance/](http://www.maricopa.gov/finance/)).

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

2.4 TAX:

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

2.5 DELIVERY:

It shall be the Contractor's responsibility to meet the proposed service delivery requirements. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

3.0 **SPECIAL TERMS & CONDITIONS:**

3.1 CONTRACT TERM:

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

**3.2 OPTION TO EXTEND:**

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of three (3), one (1) year options, (or at the County's sole discretion, extend the contract on a month to month bases for a maximum of six (6) months after expiration). The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

**3.3 PRICE ADJUSTMENTS:**

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

**3.4 INDEMNIFICATION**

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions or mistakes relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting there from, caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes Contractor may be legally liable.

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

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

**3.5 INSURANCE REQUIREMENTS**

Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

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

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

The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage

provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

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

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

**3.5.1 Commercial General Liability:**

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

**3.5.2 Automobile Liability:**

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

**3.5.3 Workers' Compensation:**

Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit. (N.B. - \$1,000,000 limits on larger contracts)

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

**3.5.4 Certificates of Insurance.**

**3.5.4.1** Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full

force and effect. Such certificates shall be made available to the County upon 48 hours notice. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**

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

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

3.5.4.2 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.6 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize a procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract. Respondents without this capability may be considered non-responsive and not eligible for award consideration.

3.7 INTERNET ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Internet to place orders under this Contract. Respondents without this capability may be considered non-responsive and not eligible for award consideration.

3.8 NO GUARANTEED QUANTITIES.

The Respondent understands and hereby acknowledges that the County makes no representations nor guarantees the Respondent any minimum or maximum number of units of service to be provided under this Contract

3.9 ORDERING AUTHORITY.

3.9.1 Respondents should understand that any request for purchase of materials or services shall be accompanied by a valid purchase order, issued by Materials Management, or by a Certified Agency Procurement Aid (CAPA).

3.9.2 Maricopa County departments, cities, other counties, schools and special districts, universities, nonprofit educational and public health institutions may also purchase from under this Contract at their discretion and/or other state and local agencies (Customers) may procure the products under this Contract by the issuance of a purchase order to the Respondent. Purchase orders must cite the Contract number.

3.9.3 Contract award is in accordance with the Maricopa County Procurement Code. All requirements for the competitive award of this Contract have been met. A purchase order for the products is the only document necessary for Customers to purchase and for the Respondent to proceed with delivery of materials available under this Contract.

3.9.4 Any attempt to represent any product not specifically awarded under this Contract is a violation of the Contract. Any such action is subject to the legal and contractual remedies available to the County, inclusive of, but not limited to, Contract cancellation, suspension and/or debarment of the Respondent.

3.10 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY  
DEPARTMENT OF MATERIALS MANAGEMENT  
ATTN: CONTRACT ADMINISTRATION  
320 W. LINCOLN ST.  
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

ANDREA STUPKA, PROCUREMENT OFFICER, 602-506-3504  
([astupka@mail.maricopa.gov](mailto:astupka@mail.maricopa.gov))

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

3.11 EVALUATION CRITERIA.

3.11.1 The evaluation of Bids will be based on, but will not be limited to, the following:

3.11.1.1 Compliance with specifications.

3.11.1.2 Price.

3.11.1.3 Determination of Responsibility.

3.11.2 The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

3.12 SUBMISSION PRICE CLARITY.

For reasons of clarity all submissions of pricing (Attachment A) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. Submissions (bids) failing to comply with this requirement may be declared non-responsive.

3.13 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS.

**Respondents shall provide their Bids as follows:**

3.13.1 **One (1) original hardcopy.**

3.13.2 **One (1) CD providing all Bid response documents in Word, Excel (Attachment A) and all Bid response documents in PDF format.**

3.13.2.1 **ATTACHMENT A (PRICING)-EXCEL**

3.13.2.2 **ATTACHMENT B (AGREEMENT)-WORD**

3.13.2.3 **ATTACHMENT C (REFERENCES)-WORD**

3.13.2.4 **OTHER DOCUMENTS AS BUYER REQUESTS**

3.13.2.5 **Proof of Respondents Experience**

3.13.2.6 **Proof of Respondents I-CAR Certification**

3.13.3 Respondents shall address bids identified with return address, serial number and title in the following manner:

Maricopa County  
Materials Management Department

320 West Lincoln Street  
Phoenix, Arizona 85003-2494

**SERIAL 08073 – S, Auto Body Repair**

3.13.4 Bids must be signed by an owner, partner or corporate official who has been authorized to make such commitments. All prices shall be held firm for a period of one hundred fifty (150) days after the bid closing date.

3.14 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

3.14.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

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

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

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

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

3.14.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contact.

3.14.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

3.15 POST AWARD MEETING:

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

**NOTE: RESPONDENTS ARE REQUIRED TO USE ATTACHED FORMS TO SUBMIT THEIR PROPOSALS.**

**ATTACHMENT A  
PRICING**

SERIAL 08073-S

PRICING SHEET: NIGP CODE 92819

BIDDER NAME: \_\_\_\_\_

VENDOR # : \_\_\_\_\_

BIDDER ADDRESS: \_\_\_\_\_

P.O. ADDRESS: \_\_\_\_\_

BIDDER PHONE #: \_\_\_\_\_

BIDDER FAX #: \_\_\_\_\_

COMPANY WEB SITE: \_\_\_\_\_

COMPANY CONTACT (REP): \_\_\_\_\_

E-MAIL ADDRESS (REP): \_\_\_\_\_

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: \_\_\_\_ YES \_\_\_\_ NO

ACCEPT PROCUREMENT CARD: \_\_\_\_ YES \_\_\_\_ NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: \_\_\_\_ YES \_\_\_\_ NO \_\_\_\_ % REBATE

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

INTERNET ORDERING CAPABILITY: \_\_\_\_ YES \_\_\_\_ NO \_\_\_\_ % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: \_\_\_\_ YES \_\_\_\_ NO

PAYMENT TERMS: BIDDER IS REQUIRED TO PICK ONE OF THE FOLLOWING.

TERMS WILL BE CONSIDERED IN DETERMINING LOW BID.

FAILURE TO CHOOSE A TERM WILL RESULT IN A DEFAULT TO NET 30.

BIDDER MUST INITIAL THE SELECTION BELOW.

NET 10 \_\_\_\_\_

NET 15 \_\_\_\_\_

NET 20 \_\_\_\_\_

NET 30 \_\_\_\_\_

NET 45 \_\_\_\_\_

NET 60 \_\_\_\_\_

NET 90 \_\_\_\_\_

2% 10 DAYS NET 30 \_\_\_\_\_

1% 10 DAYS NET 30 \_\_\_\_\_

2% 30 DAYS NET 31 \_\_\_\_\_

1% 30 DAYS NET 31 \_\_\_\_\_

5% 30 DAYS NET 31 \_\_\_\_\_

ALL PRICING SHALL BE SUBMITTED ON THE SAME CD AS THE BID AND FORMATTED IN EXCEL '2003. BIDS WILL NOT BE ACCEPTED WITHOUT THE ACCOMPANYING CD IN YOUR SUBMITTAL. ANY RESPONSE NOT CONTAINING THE REQUIRED CD MAY BE CONSIDERED NON-RESPONSIVE AND NOT CONSIDERED FOR EVALUATION OR CONTRACT AWARD.

**ATTACHMENT A  
PRICING**

**1.0 PRICING:**

<u>ITEM DESCRIPTION</u>	<b>LABOR RATE YEAR 1</b>	<b>LABOR RATE YEAR 2</b>	<b>LABOR RATE YEAR 3</b>
1.1 Cars and Light Trucks (up to 1-Ton)			
1.1.1 Body and Fender	\$ _____	\$ _____	\$ _____
1.1.2 Frame	\$ _____	\$ _____	\$ _____
1.1.3 Mechanical	\$ _____	\$ _____	\$ _____
1.1.4 Paint	\$ _____	\$ _____	\$ _____
1.1.5 Paint/Materials	\$ _____	\$ _____	\$ _____
1.1.6 Decal Removal Preparations	\$ _____	\$ _____	\$ _____
1.1.7 Labor rate to dismantle a "total loss"	\$ _____	\$ _____	\$ _____
1.1.8 Tow Vehicle one-way on a "total loss"	\$ _____	\$ _____	\$ _____
1.2 Medium and Heavy Trucks (1 1/2 Ton to 5 Ton)			
1.2.1 Body and Fender	\$ _____	\$ _____	\$ _____
1.2.2 Frame	\$ _____	\$ _____	\$ _____
1.2.3 Mechanical	\$ _____	\$ _____	\$ _____
1.2.4 Paint	\$ _____	\$ _____	\$ _____
1.2.5 Paint/Materials	\$ _____	\$ _____	\$ _____
1.2.6 Decal Removal Preparations	\$ _____	\$ _____	\$ _____
1.2.7 Labor rate to dismantle a "total loss"	\$ _____	\$ _____	\$ _____
1.2.8 Tow Vehicle one-way on a "total loss"	\$ _____	\$ _____	\$ _____
1.2.9 Is your facility equipped to repair up to five (5) ton?	_____ Yes	_____ No	
1.2.9.1 If no, please provide the Gross Vehicle Weight (GVW) your facility is capable of repairing.	_____		

**ATTACHMENT A  
PRICING**

1.3 Off Road Equipment

1.3.1 Body and Fender	\$ _____	\$ _____	\$ _____
1.3.2 Frame	\$ _____	\$ _____	\$ _____
1.3.3 Mechanical	\$ _____	\$ _____	\$ _____
1.3.4 Paint	\$ _____	\$ _____	\$ _____
1.3.5 Paint/Materials	\$ _____	\$ _____	\$ _____
1.3.6 Decal Removal Preparations	\$ _____	\$ _____	\$ _____
1.3.7 Labor rate to dismantle a "total loss"	\$ _____	\$ _____	\$ _____
1.3.8 Tow Vehicle one-way on a "total loss"	\$ _____	\$ _____	\$ _____

1.4 OEM Manufacturer(s) Pricing

	<b>Price List Date</b>	<b>Column to be Used</b>	<b>Discounts Offered</b>
1.4.1 Ford	_____	_____	_____ %
1.4.2 General Motors	_____	_____	_____ %
1.4.3 Dodge	_____	_____	_____ %
1.4.4 Chrysler	_____	_____	_____ %
1.4.5 Additional Manufacturers	_____	_____	_____ %
_____	_____	_____	_____ %
_____	_____	_____	_____ %
_____	_____	_____	_____ %

1.5 Aftermarket Parts Pricing

1.5.1 List Manufacturers	_____	_____	_____ %
_____	_____	_____	_____ %
_____	_____	_____	_____ %

**ATTACHMENT A  
PRICING**

1.6 Used Parts Pricing

1.6.1 List Manufacturers

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

ATTACHMENT B

**AGREEMENT**

Respondent hereby certifies that respondent has read, understands and agrees that acceptance by Maricopa County of the Respondent's Bid will create a binding Contract. Respondent agrees to fully comply with all terms and conditions as set forth in the Maricopa County Procurement Code, and amendments thereto, together with the specifications and other documentary forms herewith made a part of this specific procurement

**BY SIGNING THIS PAGE THE SUBMITTING RESPONDENT CERTIFIES THAT RESPONDENT HAS REVIEWED THE ADMINISTRATIVE INFORMATION AND DRAFT IFB CONTRACT'S TERMS AND CONDITIONS LOCATED AT <http://www.maricopa.gov/materials>. AND AGREE TO BE CONTRACTUALLY BOUND TO THEM.**

---

\_\_\_\_\_ Small Business Enterprise (SBE)

---

\_\_\_\_\_  
RESPONDENT SUBMITTING PROPOSAL

\_\_\_\_\_  
FEDERAL TAX ID NUMBER

\_\_\_\_\_  
PRINTED NAME AND TITLE

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
TELEPHONE                      FAX #

\_\_\_\_\_  
CITY                      STATE                      ZIP

\_\_\_\_\_  
DATE

WEB SITE: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

MARICOPA COUNTY, ARIZONA

BY: \_\_\_\_\_  
DIRECTOR, MATERIALS MANAGEMENT

\_\_\_\_\_  
DATE

BY: \_\_\_\_\_  
CHAIRMAN, BOARD OF SUPERVISORS

\_\_\_\_\_  
DATE

ATTESTED:

\_\_\_\_\_  
CLERK OF THE BOARD

\_\_\_\_\_  
DATE

APPROVED AS TO FORM:

\_\_\_\_\_  
DEPUTY MARICOPA COUNTY ATTORNEY

\_\_\_\_\_  
DATE

ATTACHMENT C

**CONTRACTOR REFERENCES**

**RESPONDENT SUBMITTING BID:** \_\_\_\_\_

1. COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ E-MAIL ADDRESS: \_\_\_\_\_

2. COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ E-MAIL ADDRESS: \_\_\_\_\_

3. COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ E-MAIL ADDRESS: \_\_\_\_\_

4. COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ E-MAIL ADDRESS: \_\_\_\_\_

5. COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ E-MAIL ADDRESS: \_\_\_\_\_

**EXHIBIT 1  
VENDOR REGISTRATION PROCEDURES  
AND  
SMALL BUSINESS PROGRAM**

**On-line Vendor Registration at Maricopa County is available NOW!**

On November 22, 2004, Maricopa County changed its vendor registration process.

**On-Line Registration is FREE and REQUIRED for all vendors.**

**Register On-line at [www.maricopa.gov/materials](http://www.maricopa.gov/materials)**

**It is required that you select an appropriate commodity code(s) associated with your line of business.**

**Upon completion of your on-line registration, you are responsible for updating any changes to your information. Please retain your Login ID and Password for future use.**

**If you have any questions, email us at [VendorReg@mail.maricopa.gov](mailto:VendorReg@mail.maricopa.gov).**

**SMALL BUSINESS PROGRAM**

**(MCBIZ)**

**"It is Maricopa County's policy to provide small businesses the opportunity to participate in the County's solicitation process for consideration to fulfill the requirements for various commodities and services.**

**Maricopa County's small business program specifically targets procurements of \$50,000 and less. However, Maricopa County encourages small business enterprises to submit responses to available solicitations for consideration.**

**Maricopa County's small business policy can be found on the Materials Management website at <http://www.maricopa.gov/materials/help/sbe.asp>."**