

**SERIAL 10075 S            OPERATIONAL LEASE AND RENTAL OF TRUCKS, TRAILERS &  
TRACTORS**

**DATE OF LAST REVISION: February 04, 2016    CONTRACT END DATE: December 31, 2017**

**CONTRACT PERIOD THROUGH DECEMBER 31, ~~2015~~ 2017**

TO:                    All Departments

FROM:                Department of Materials Management

SUBJECT:            Contract for **OPERATIONAL LEASE AND RENTAL OF TRUCKS, TRAILERS &  
TRACTORS**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **December 15, 2010 (Eff. 01/01/11)**.

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

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Wes Baysinger, Chief Procurement Officer  
Materials Management

**JG/jl**  
Attach

Copy to:            Materials Management  
                         Sue Malinowsky, Sherriff's Office  
                         Barry Thiem, Sherriff's Office

(Please remove Serial 00162-L from your contract notebooks)

**OPERATIONAL LEASE AND RENTAL OF TRUCKS, TRAILERS & TRACTORS**

1.0 **INTENT:**

The intent of this call for bids is to establish a multiple-year contract for various trucks, trailers (including refrigerated) & tractor rentals to be utilized by Maricopa County, as covered by purchase order. The requirement for operations is twenty-four (24) hours per day, seven (7) days a week 365 days a year. This contract will be for a period of five (5) years with the option to extend for an additional period of 5 years and a multi-vendor award. For the purpose of this contract the term *lease* will be defined as follows:

Lease: Lease is going to be for ~~three~~ **five** years with **an** option to extend for **five (5)** ~~two (2) one~~ years extensions. The rights, duties and obligations of the parties hereto shall automatically terminate upon the expiration of the term or extended term of the Lease(s) and Lessee shall not have the right or obligation to purchase the Vehicle(s)/Equipment(s). Vehicle(s)/Equipment(s) to be returned together with all accessories, free from all damage and in the condition as when received by Lessee, ordinary wear and tear excepted. Any Vehicle(s)/Equipment(s) not returned on its expiration date shall continue automatically to be subject to the terms and conditions of this Contract at the same rates until canceled by either party.

The lease term will begin with the delivery and acceptance of the interim vehicle.

**If the County approves Contractor's pricing, the parties agree to enter into good faith negotiations, using Contractor's Vehicle Lease Service Agreement, to reach a mutually agreeable document.**

2.0 **STATEMENT OF WORK & TECHNICAL SPECIFICATIONS:**

2.1 STATEMENT OF WORK

- 2.1.1 The contractor shall provide all routine and regular maintenance and service, except those repairs or replacements of parts caused by misuse, accident, or negligence on the part of the county. The County requires on-site maintenance of refrigeration equipment unless arrangements can be made on a case by case basis.
- 2.1.2 Before taking possession of the vehicle, the County and the Contractor shall inspect the vehicles for any damage. Should there be any damage, such damages shall be noted.
- 2.1.3 Prior to taking delivery of a vehicle/trailer both the Contractor and the County must note on the Contractor's lease/rental agreement document, any damage to the vehicle/trailer. Any damage to the vehicle/trailer from the date of the lease/rental, except as noted will be the responsibility of the County.
- 2.1.4 In the event of a dispute regarding vehicle damage and responsibility, an appraiser under contract to Maricopa County in conjunction with Maricopa County Risk Management, shall make the final determination.
- 2.1.5 Vehicles must be reasonably clean at the time of pick up (by the Contractor) and at the time of return (by the using agency).
- 2.1.6 In the event regular or scheduled maintenance is necessary, a replacement (mutually acceptable) vehicle must be provided immediately, if requested by the County. If a replacement cannot be provided and the vehicle will be in the shop more than 24 hours a daily credit will be provided to the County for any whole days over the 24 hour period.
- 2.1.7 In the event of any unscheduled repairs or a break down of a vehicle, the Contractor will replace the vehicle as soon as possible with a mutually acceptable vehicle. The Contractor is responsible for towing/transporting vehicle to their service shop, except for disability arising from accident, misuse or negligence by the County.

- 2.1.8 ~~Contractor must provide a toll free number for maintenance/break down, that operates 24 hours per day, 7 day per week.~~ **Contractor must provide a national wide toll free number that can provide maintenance, break down repair, tire service, and refrigeration service and repair 24 hours per day, seven days per week, and 365 days per year any area that the County operates.**
- 2.1.9 For damages caused by misuse, accident or negligence by the County, an appraiser under contract to the County shall have the right to appraise the damage and obtain a price for these repairs at a shop of the County's choice.
- 2.1.10 For damage covered under warranty, the vendor will make arrangements for the vehicle to be towed/transported to their service shop for repairs.

The County shall have the option to have the vehicle repaired at a shop of its choice, and pay this repairing facility directly. For the purpose of repairs and liability of damage incurred to rental vehicles, Maricopa County is a self-insured entity.

Maricopa County is insured for auto liability including vehicle physical damage liability for \$25,000,000 subject to \$1,000,000 self-insured retention. Maricopa County is responsible for providing Liability/Collision/Comprehensive Coverage for vehicles obtained under this contract - except that Maricopa County will not provide coverage for claims resulting from defective equipment or repairs by the vendor, or when in sole control of the vendor.

The CONTRACTOR must provide for insurance and liability coverage for their personnel performing work at the county's site and for vehicle/equipment under their sole control.

- 2.1.11 Only authorized Maricopa County employees shall operate the vehicles. A list of qualified drivers will be provided upon request.
- 2.1.12 The County will retain vehicles/trailers on a daily, weekly, monthly or yearly basis. If a vehicle/trailer is retained longer than the previously agreed upon period of time, the next longest-term rate shall be applicable. i.e.: If the County asks for a daily rate and keeps the vehicle for a week then the weekly rate is to be charged.
- 2.1.13 Billing by the Contractor to the County will be required on a monthly basis.
- 2.1.14 Each using department must be billed separately.
- 2.1.15 Vehicle mileage and refrigeration unit hours will be reported to the Contractor on a mutually agreed upon date between the Contract vendor and the County.
- 2.1.16 Invoices will be made available to the County no later than the last calendar day of the each month.
- 2.1.17 In the case of rental of vehicles, the Contractor shall make available to the County, trucks that are of the current or prior model year not to exceed 80,000 miles. The County departments will have an option to trade/exchange out for newer model year, if required. All lease vehicles will be new.
- 2.1.18 Rental Trailers shall be no more than Four years old and shall have no more than 4000 hours on the refrigeration unit. All lease vehicles will be new.
- 2.1.19 All trucks and trailers must be capable of being loaded and unloaded at an industry standard dock that is 48 inches high and equipped with a dock plate that is 72 inches wide with a dock plate extension that is 16 inches long.

- 2.1.19.1 There can be no extensions or other equipment that would preclude dock plate extensions from reaching a safe point inside the cargo box.
- 2.1.19.2 There must be no obstacles that would prohibit rolling stock from being loaded and unloaded on and off the cargo box.
- 2.1.20 Vendor will provide the using agency a twenty-four (24) hour toll free number for vehicle ordering. Maximum waiting period not to exceed twenty-four (24) hours.
- 2.1.21 Vendor must have centralized pick up and drop off facility in Phoenix, Arizona.
- 2.1.22 The contractor will provide trucks and trailers with a full tank of fuel and the County will return trucks and trailers with a full tank of fuel. If trucks and or trailers are returned without a full tank of fuel, the County will be notified and trucked and trailers will be filled.
- 2.1.23 **All lease equipment must comply with current federal and California Code Of Regulations Title 17 as it pertains to California Air Recourses Board (CARB) Greenhouse Emissions Reduction Measure in effect at time of lease and or rental.**
- 2.1.24 **Contractor will provide all license, fees, HVUT, and any other tax and use fees that are required. These fees will be included in the lease and or rental charges. Driver Trip Reports (DTR's) will be submitted to the contractor by the County on all leased and rental units with an IRP license plate. Any and all road & fuel tax associated with these DTR's shall be rebilled to the County on a quarterly basis.**

2.2 TECHNICAL SPECIFICATIONS:

- 2.2.1 **16 FT STRAIGHT TRUCK (NON CDL REFRIGERATED WITH RAIL LIFTGATE)**
  - 2.2.1.1 ENGINE
    - 2.2.1.1.1 DIESEL ONLY
    - 2.2.1.1.2 DIESEL ENGINE THAT MEETS 2010 DIESEL ENGINE EMISSIONS STANDARDS.
  - 2.2.1.2 TRANSMISSION
    - 2.2.1.2.1 AUTOMATIC ONLY
  - 2.2.1.3 CAB
    - 2.2.1.3.1 AIR RIDE DRIVERS SEAT COVERED IN A CLOTH OR OTHER HEAT DISPLACING MATERIAL
    - 2.2.1.3.2 AIR CONDITIONING
    - 2.2.1.3.3 AM/FM RADIO
    - 2.2.1.3.4 CRUISE CONTROL
  - 2.2.1.4 CHASSIS
    - 2.2.1.4.1 SINGLE AXLE
    - 2.2.1.4.2 AIR RIDE SUSPENSION
    - 2.2.1.4.3 100 GALLON FUEL TANK
  - 2.2.1.5 CARGO BOX
    - 2.2.1.5.1 16 FT LENGTH
    - 2.2.1.5.2 CARGO FLOOR FLAT ONLY
    - 2.2.1.5.3 LOAD LOCKING RAIL SYSTEM HIGH AND LOW
    - 2.2.1.5.4 ROLLUP CARGO DOOR ONLY
    - 2.2.1.5.5 MINIMUM OF 2 CARGO BOX LIGHTS
    - 2.2.1.5.6 CARGO BOX EXTERIOR DIMENSIONS, HIGHT 97 INCHES, WIDTH 102 INCHES.

- 2.2.1.5.7 **SCUFF PAD INSTALLED ON BOTTOM INTERIOR SIDES 18 INCHES HIGH.**
- 2.2.1.5.8 **INDUSTRY STANDARD DOCK HIGHT OF APPROXIMATELY 54 INCHES HIGH.**
- 2.2.1.6 REFRIGERATION
  - 2.2.1.6.1 THERMO KING OR CARRIER SYSTEM CAPABLE OF MAINTAINING APPROXIMATELY -20 DEGREES
  - 2.2.1.6.2 REMOTE IN CAB REFRIGERATION CONTROLS
  - 2.2.1.6.3 REFRIGERATION SYSTEM FUEL SYSTEM MUST OPERATE FROM PRIMARY VEHICLE FUEL SYSTEM. NO SEPARATE FUEL SYSTEM FOR REFRIGERATION SYSTEM.
- 2.2.1.7 LIFTGATE
  - 2.2.1.7.1 RAIL OR COLUMN SYSTEM ONLY
  - 2.2.1.7.2 PLATFORM DIMENSIONS **MINIMUM OF 84 INCHES WIDE BY 96 INCHES LONG WITH A 16 INCH HINGED RAMP.**
  - 2.2.1.7.3 **MINIMUM 5500 LB CAPACITY**
  - 2.2.1.7.4 **GVW 26000 LBS** ~~6000 LB CAPACITY~~
- 2.2.2 **24 FT FLATBED TRUCK**
  - 2.2.2.1 ENGINE
    - 2.2.2.1.1 DIESEL ONLY
    - 2.2.2.1.2 DIESEL ENGINE THAT MEETS 2010 DIESEL ENGINE
    - 2.2.2.1.3 EMISSIONS STANDARDS.
  - 2.2.2.2 TRANSMISSION
    - 2.2.2.2.1 MANUAL OR AUTOMATIC
  - 2.2.2.3 CAB
    - 2.2.2.3.1 AIR RIDE DRIVERS SEAT COVERED IN A CLOTH OR OTHER
    - 2.2.2.3.2 AIR CONDITIONING
    - 2.2.2.3.3 AM/FM RADIO
    - 2.2.2.3.4 CRUISE CONTROL
  - 2.2.2.4 CHASSIS
    - 2.2.2.4.1 1 SINGLE AXLE
    - 2.2.2.4.2 AIR RIDE SUSPENSION
    - 2.2.2.4.3 100 GALLON FUEL TANK
  - 2.2.2.5 CARGO BED
    - 2.2.2.5.1 24 FOOT FLAT BODY **X 102" WIDE**
    - 2.2.2.5.2 COMPLETE ALL AROUND STAKE SIDES MOUNTED
    - 2.2.2.5.3 SLIDING RATCHET TYPE CARGO STRAP DEVICES MOUNTED
- 2.2.3 **24 FT REFRIGERATED TRUCK**
  - 2.2.3.1 ENGINE
    - 2.2.3.1.1 DIESEL ONLY
    - 2.2.3.1.2 DIESEL ENGINE THAT MEETS 2010 DIESEL ENGINE EMISSIONS STANDARDS.
  - 2.2.3.2 TRANSMISSION
    - 2.2.3.2.1 MANUAL OR AUTOMATIC
  - 2.2.3.3 CAB

- 2.2.3.3.1 AIRRIDE DRIVERS SEAT COVERED IN A CLOTH OR OTHER HEAT DISPLACING MATERIAL
- 2.2.3.3.2 AIR CONDITIONING
- 2.2.3.3.3 AM/FM RADIO
- 2.2.3.3.4 CRUISE CONTROL
- 2.2.3.4 CHASSIS
  - 2.2.3.4.1 1 SINGLE AXLE
  - 2.2.3.4.2 AIR RIDE SUSPENSION
  - 2.2.3.4.3 100 GALLON FUEL TANK
- 2.2.3.5 CARGO BOX
  - 2.2.3.5.1 24 FT LENGTH
  - 2.2.3.5.2 CARGO BOX FLOOR FLAT ONLY
  - 2.2.3.5.3 CARGO LOAD LOCKING RAIL SYSTEM HIGH AND LOW
  - 2.2.3.5.4 ROLLUP CARGO DOOR ONLY
  - 2.2.3.5.5 MINIMUM OF 2 CARGO BOX LIGHTS
- 2.2.3.6 REFRIGERATION
  - 2.2.3.6.1 THERMO KING OR CARRIER SYSTEM CAPABLE OF MAINTAINING APPROXIMATELY -20 DEGREES
  - 2.2.3.6.2 REMOTE IN CAB REFRIGERATION CONTROLS
  - 2.2.3.6.3 REFRIGERATION SYSTEM FUEL SYSTEM MUST OPERATE FROM PRIMARY VEHICLE FUEL SYSTEM. NO SEPARATE FUEL SYSTEMS FOR REFRIGERATION SYSTEM
- 2.2.4 **2 AXLE DAY CAB TRACTOR**
  - 2.2.4.1 ENGINE
    - 2.2.4.1.1 DIESEL ONLY
    - 2.2.4.1.2 DIESEL ENGINE THAT MEETS 2010 DIESEL ENGINE EMISSIONS STANDARDS.
  - 2.2.4.2 TRANSMISSION
    - 2.2.4.2.1 MANUAL OR AUTOMATIC
  - 2.2.4.3 CAB
    - 2.2.4.3.1 AIR CONDITIONING
    - 2.2.4.3.2 AM/FM RADIO
    - 2.2.4.3.3 AIR RIDE DRIVER AND PASSENGER SEAT COVERED IN A CLOTH OR OTHER HEAT DISPLACING MATERIAL.
    - 2.2.4.3.4 CRUISE CONTROL
  - 2.2.4.4 CHASSIS
    - 2.2.4.4.1 2 AXLE ONLY
    - 2.2.4.4.2 LIFTGATE WIRING HARNESS AND POWER CORD INSTALLED
    - 2.2.4.4.3 MINIMUM 65000 GVW RATING
- 2.2.5 **3 AXLE DAY CAB TRACTOR**
  - 2.2.5.1 ENGINE
    - 2.2.5.1.1 DIESEL ONLY
    - 2.2.5.1.2 EQUIPPED WITH EXHAUST DIFFUSER
    - 2.2.5.1.3 DIESEL ENGINE THAT MEETS 2010 DIESEL ENGINE EMISSIONS STANDARDS
  - 2.2.5.2 TRANSMISSION
    - 2.2.5.2.1 MANUAL ONLY (10 SPEED)

- 2.2.5.3 CAB
  - 2.2.5.3.1 AIR RIDE DRIVER AND PASSENGER SEAT COVERED IN A CLOTH OR OTHER HEAT DISPLACING MATERIAL
  - 2.2.5.3.2 AIR CONDITIONING
  - 2.2.5.3.3 AM/FM RADIO
  - 2.2.5.3.4 CRUISE CONTROL
- 2.2.5.4 CHASSIS
  - 2.2.5.4.1 3 AXLE ONLY
  - 2.2.5.4.2 MINIMUM 100 GALLON CAPACITY FUEL TANKS
  - 2.2.5.4.3 LIFTGATE WIRING HARNESS AND POWER CORD INSTALLED
  - 2.2.5.4.4 SLIDING FIFTH WHEEL
  - 2.2.5.4.5 MINIMUM 80000 LBS GVW RATING

**2.2.6 3 AXLE SLEEPER CAB TRACTOR**

- 2.2.6.1 ENGINE
  - 2.2.6.1.1 DIESEL ONLY
  - 2.2.6.1.2 EQUIPPED WITH EXHAUST DIFFUSER
  - 2.2.6.1.3 DIESEL ENGINE THAT MEETS 2010 DIESEL ENGINE EMISSIONS STANDARDS
- 2.2.6.2 TRANSMISSION
  - 2.2.6.2.1 MANUAL ONLY
- 2.2.6.3 CAB
  - 2.2.6.3.1 AIR RIDE DRIVER AND PASSENGER SEAT COVERED IN A CLOTH OR OTHER HEAT DISPLACING MATERIAL
  - 2.2.6.3.2 AIR CONDITIONING
  - 2.2.6.3.3 AM/FM RADIO
  - 2.2.6.3.4 CRUISE CONTROL
  - 2.2.6.3.5 CAB SET UP FOR DOUBLE BUNK
- 2.2.6.4 CHASSIS
  - 2.2.6.4.1 3 AXLE ONLY
  - 2.2.6.4.2 AIR RIDE SUSPENSION
  - 2.2.6.4.3 300 GALLON CAPACITY FUEL TANKS
  - 2.2.6.4.4 LIFTGATE WIRING HARNESS AND POWER CORD INSTALLED
  - 2.2.6.4.5 SLIDING FIFTH WHEEL
  - 2.2.6.4.6 MINIMUM 80000 LBS GVW RATING

**2.2.7 28 FT DRY BOX TRAILER**

- 2.2.7.1 CARGO BOX
  - 2.2.7.1.1 FLAT FLOOR
  - 2.2.7.1.2 METAL FLOOR ONLY
  - 2.2.7.1.3 INTERIOR SIDING MINIMUM OF 6 FEET FROM FLOOR
  - 2.2.7.1.4 LOAD LOCK RAIL SYSTEM HIGH AND LOW
  - 2.2.7.1.5 ROLLUP DOOR ONLY
  - 2.2.7.1.6 STEP AT REAR OF TRAILER
  - 2.2.7.1.7 FRONT STABILIZER BAR
  - 2.2.7.1.8 INTERIOR CARGO BOX FRONT, SIDE, AND FLOOR MUST BE OF A MATERIAL THAT CAN BE WASHED AND SANITIZED DAILY USING PRESSURE WASHERS, WATER AND SANITIZING CHEMICALS.
  - 2.2.7.1.9 LANDING LEGS MUST BE MOUNTED 133.5 INCHES FROM FRONT OF TRAILER.

2.2.8 **28 FT DRY BOX TRAILER WITH LIFTGATE**

2.2.8.1 CARGO BOX

- 2.2.8.1.1 FLAT FLOOR
- 2.2.8.1.2 METAL FLOOR ONLY
- 2.2.8.1.3 INTERIOR SIDING MINIMUM OF 6 FEET FROM FLOOR
- 2.2.8.1.4 LOAD LOCK RAIL SYSTEM HIGH AND LOW
- 2.2.8.1.5 ROLLUP DOOR ONLY
- 2.2.8.1.6 FRONT STABILIZER BAR
- 2.2.8.1.7 INTERIOR CARGO BOX FRONT, SIDES, AND FLOOR MUST BE OF A MATERIAL THAT CAN BE WASHED AND SANITIZED DAILY USING PRESSURE WASHER, WATER AND SANITIZING CHEMICALS.
- 2.2.8.1.8 LANDING LEGS MUST BE MOUNTED 133.5 INCHES FROM FRONT OF TRAILER.

2.2.8.2 LIFTGATE

- 2.2.8.2.1 **RAIL OR COLUMN SYSTEM ONLY** ~~RAIL SYSTEM ONLY~~
- 2.2.8.2.2 PLATFORM DIMENSIONS **MINIMUM 84 INCHES WIDE** ~~LONG BY 90~~ **96 INCHES LONG WITH A 16 INCH HINGED RAMP**
- 2.2.8.2.3 **MINIMUM OF 5500 LB CAPACITY** ~~WIDE~~
- 2.2.8.2.4 6000 LB CAPACITY

2.2.9 **28 FT REFRIGERATED TRAILER**

2.2.9.1 CARGO BOX

- 2.2.9.1.1 FLAT FLOOR
- 2.2.9.1.2 LOAD LOCK RAIL SYSTEM HIGH AND LOW
- 2.2.9.1.3 ROLLUP DOOR ONLY
- 2.2.9.1.4 STEP AT REAR OF TRAILER
- 2.2.9.1.5 **MUST HAVE A FRONT STABILIZER BAR**

2.2.9.2 REFRIGERATION

- 2.2.9.2.1 THERMO KING OR CARRIER SYSTEM CAPABLE OF MAINTAINING APPROXIMATELY -20 DEGREES
- 2.2.9.2.2 100 GALLON FUEL TANK
- 2.2.9.2.3 LANDING LEGS MUST BE MOUNTED 133.5 INCHES FROM FRONT OF TRAILER.

2.2.10 **28 FT REFRIGERATED TRAILER WITH LIFTGATE**

2.2.10.1 CARGO BOX

- 2.2.10.1.1 FLAT FLOOR
- 2.2.10.1.2 LOAD LOCK RAIL SYSTEM HIGH AND LOW
- 2.2.10.1.3 ROLLUP DOOR ONLY
- 2.2.10.1.4 **MUST HAVE A FRONT STABILIZER BAR**

2.2.10.2 REFRIGERATION

- 2.2.10.2.1 THERMO KING OR CARRIER SYSTEM CAPABLE OF MAINTAINING APPROXIMATELY -20 DEGREES
- 2.2.10.2.2 100 GALLON FUEL TANK

2.2.10.3 LIFTGATE

- 2.2.10.3.1 **RAIL OR COLUMN SYSTEM ONLY**
- 2.2.10.3.2 PLATFORM DIMENSIONS **MINIMUM 84 INCHES WIDE** ~~LONG BY 90~~ **96 INCHES LONG WITH A 16 INCH HINGED RAMP**

~~2.2.10.3.3 INCHES WIDE~~

2.2.10.3.4 **MINIMUM OF 5500** ~~6000~~ LB CAPACITY

2.2.10.3.5 LANDING LEGS MUST BE MOUNTED 133.5 INCHES FROM FRONT OF TRAILER.

**2.2.11 48 FT REFRIGERATED TRAILER**

2.2.11.1 CARGO BOX

2.2.11.1.1 FLAT FLOOR

2.2.11.1.2 LOAD LOCK RAIL SYSTEM HIGH AND LOW

2.2.11.1.3 ROLLUP DOOR ONLY

2.2.11.2 REFRIGERATION

2.2.11.2.1 THERMO KING OR CARRIER SYSTEM CAPABLE OF MAINTAINING APPROXIMATELY -20 DEGREES

2.2.11.2.2 100 GALLON FUEL TANK

2.2.11.2.3 STEP AT REAR OF TRAILER

2.2.11.2.4 REFRIGERATION UNIT MUST MEET CA EMISSIONS STANDARDS

**2.2.12 48 FT REFRIGERATED TRAILER WITH LIFTGATE**

2.2.12.1 CARGO BOX

2.2.12.1.1 FLAT FLOOR

2.2.12.1.2 LOAD LOCK RAIL SYSTEM HIGH AND LOW

2.2.12.1.3 ROLLUP DOOR ONLY

2.2.12.2 REFRIGERATION

2.2.12.2.1 THERMO KING OR CARRIER SYSTEM CAPABLE OF MAINTAINING APPROXIMATELY -20 DEGREES

2.2.12.2.2 100 GALLON FUEL TANK

2.2.12.2.3 REFRIGERATION UNIT MUST MEET CA EMISSIONS STANDARDS

2.2.12.3 LIFTGATE

2.2.12.3.1 RAIL **OR COLUMN** SYSTEM ONLY

2.2.12.3.2 PLATFORM DIMENSIONS **MINIMUM 84 INCHES WIDE LONG-BY 96** ~~90~~ INCHES LONG WITH A **16 INCH HINGED RAM WIDE**

2.2.12.3.3 **MINIMUM OF 5500** ~~6000~~ LB CAPACITY

**2.2.13 48 FT REFRIGERATED TRAILER (SWING DOOR)**

2.2.13.1 CARGO BOX

2.2.13.1.1 FLAT OR CORRUGATED FLOOR

2.2.13.1.2 LOAD LOCK RAIL SYSTEM HIGH AND LOW

2.2.13.1.3 SWING DOOR ONLY AIR VENTS IN FRONT OF TRAILER AND REAR DOOR

2.2.13.1.4 STEP AT REAR OF TRAILER

2.2.13.2 REFRIGERATION

2.2.13.2.1 THERMO KING OR CARRIER SYSTEM CAPABLE OF MAINTAINING APPROXIMATELY -20 DEGREES

2.2.13.2.2 100 GALLON FUEL TANK

2.2.13.2.3 REFRIGERATION UNIT MUST MEET CA EMISSIONS STANDARDS

2.2.14 **48 FT FLATBED TRAILER**

2.2.14.1 CARGO BED

2.2.14.1.1 SLIDING RATCHET TYPE CARGO STRAP DEVICES MOUNTED

2.2.15 **53 FT REFRIGERATED TRAILER**

2.2.15.1 CARGO BOX

2.2.15.1.1 FLAT FLOOR

2.2.15.1.2 LOAD LOCK RAIL SYSTEM

2.2.15.1.3 ROLLUP DOORS

2.2.15.1.4 STEP AT REAR OF TRAILER

2.2.15.2 REFRIGERATION

2.2.15.2.1 THERMO KING OR CARRIER SYSTEM CAPABLE OF MAINTAINING APPROXIMATELY -20 DEGREES

2.2.15.2.2 REFRIGERATION UNIT MUST MEET CA EMISSIONS STANDARDS

2.3 DELIVERY AND INSTALLATION:

2.3.1 Supplies or equipment shall be delivered between the hours of 8:00 am and 5:00 pm, Monday through Friday, except on State recognized holidays. *Invoices are to be sent to a separate address, see Paragraph 1.8, below.*

2.3.2 The Contractor shall be responsible to install and present for inspection all equipment in a complete and ready-for-use condition with all components functioning, cleaned and tested.

2.3.3 Delivery shall be F.O.B. Destination within two (2) days of receipt of Using Agency purchase order, to any delivery location within Maricopa County.

2.4 EXPEDITED DELIVERY:

2.4.1 If the Using Agency determines that rush shipping or other alternate shipping is required, it shall notify the Contractor. The Contractor shall determine any additional costs associated with such delivery terms and communicate that cost to the Using Agency.

2.4.2 The Using Agency shall not advise the Contractor to proceed with an expedited shipment until acceptable terms are agreed upon and a purchase order is issued. Upon agreeing to the additional costs, the Using Agency shall advise the Contractor to proceed.

2.4.3 Upon receipt of material(s) and invoicing, the Using Agency shall ensure that any additional charges are in compliance with and do not exceed agreed to costs. The Using Agency shall retain all documents related to these costs within the agency purchase file.

2.5 SHIPPING DOCUMENTS:

A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

2.5.1 Contract Serial number.

2.5.2 Contractor's name and address.

2.5.3 Using Agency name and address.

2.5.4 Using Agency purchase order number.

2.5.5 A description of product(s) shipped, including item number(s), quantity (ies), number of containers and package number(s), as applicable.

2.6 **INSTALLATION:**

The Contractor's price shall include delivery and set-up to be in complete operating condition.

The Contractor shall be expected to stock locally, sufficient quantities as may be necessary to meet the County's needs.

2.7 **MAINTENANCE:**

The Contractor shall provide for maintenance under this Contract upon acceptance of materials by the Using Agency.

2.8 **FACTORY AUTHORIZED SERVICE AVAILABILITY:**

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

2.9 **INVOICES AND PAYMENTS:**

2.9.1 The Contractor shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract Serial Number
- County purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity (number of days or weeks)
- Contract Item number(s)
- Description of Purchase (product or services)
- Pricing per unit of purchase
- Freight (if applicable)
- Extended price
- Mileage w/rate (if applicable)
- Arrival and completion time (if applicable)
- Total Amount Due

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

2.9.3 Payment shall 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 located on the County Department of Finance Website as a fillable PDF document ([www.maricopa.gov/finance/](http://www.maricopa.gov/finance/)).

2.9.4 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.

2.10 TAX:

Tax shall not be levied against labor. Sales/use tax will be determined by County. Tax will not be used in determining low price.

2.11 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE)

The County is a member of the \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of \$AVE may access a contract resulting from a solicitation issued by the County. If you **do not** want to grant such access to a member of \$AVE, **please so state** in your proposal. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

2.12 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)

County currently holds ICPA's with numerous governmental entities throughout the State of Arizona. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. Please indicate on Attachment A, your acceptance or rejection regarding such participation of other governmental entities. Your response will not be considered as an evaluation factor in awarding a contract.

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 term of **five (5) ~~one (1)~~** years.

3.2 OPTION TO RENEW:

The County may, at its option and with the approval of the Contractor, renew the term of this Contract up to a maximum of ~~Three (3)~~ **Five (5)** ~~additional~~ years, (or at the County's sole discretion, extend the contract on a month to month basis 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 renew the contract term at least thirty (30) calendar days prior to the expiration of the original contract term.

3.3 PRICE ADJUSTMENTS:

Any requests for reasonable price adjustments must be submitted sixty (60) days prior to the Contract expiration or annual anniversary. 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:

3.4.1 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, mistakes or malfeasance 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 caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.

3.4.2 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.

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

### 3.5 INSURANCE REQUIREMENTS

3.5.1 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 A-, VII or higher. 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.

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

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

3.5.4 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.

3.5.5 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.

3.5.6 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review 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.

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

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

3.5.9 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.

3.5.10 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.

3.5.11 Workers' Compensation:

3.5.11.1 Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$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)

3.5.11.2 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.

3.5.12 Certificates of Insurance.

3.5.12.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

3.5.12.2 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.**

3.5.12.2.1 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.

3.5.12.2.2 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.

3.5.13 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:

County may determine to use a procurement card that may be used from time-to-time, to place and make payment for orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.7 INTERNET ORDERING CAPABILITY:

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

3.8 REQUIREMENTS CONTRACT:

3.8.1 Contractors signify their understanding and agreement by signing a bid submittal, that the Contract resulting from the bid will be a requirements contract. However, the Contract does not guarantee any minimum or maximum number of purchases will be made. It only indicates that if purchases are made for the materials contained in the Contract, they will be purchased from the Contractor awarded that item. Orders will only be placed when the County identifies a need and proper authorization and documentation have been approved.

3.8.2 County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

3.8.3 Contractors agree to accept verbal notification of cancellation from the Materials Management Procurement Officer with written notification to follow. By submitting a bid in response to this Invitation for Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

3.9 ORDERING AUTHORITY.

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

3.9.2 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 product(s) is the only document necessary for Customers to purchase and for the Contractor to proceed with delivery of product(s) 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 Contractor.

~~3.10 UNCONDITIONAL TERMINATION FOR CONVENIENCE:~~

~~Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.~~

3.11 TERMINATION FOR DEFAULT:

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after the County deems that the Contractor has failed to remedy the problem after being forewarned.

3.12 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate the Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of a substantial violation of any provision of this Contract, then the County may terminate the Contract. Prior to termination of the Contract, the County shall give the Contractor fifteen- (15) calendar day's written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

3.13 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

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

3.14 OFFSET FOR DAMAGES;

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

3.15 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete materials to a Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.

3.16 SUBCONTRACTING:

3.16.1 The Contractor may not assign a Contract or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the

County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

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

3.17 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Materials Management shall be responsible for approving all amendments for Maricopa County.

3.18 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to a Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the County shall have full access to, and the right to examine, copy and make use of, any and all said materials.

3.19 ADEQUACY OF RECORDS:

If the Contractor's books, records and other documents relevant to a Contract are not sufficient to support and document that allowable materials were provided, the Contractor shall reimburse Maricopa County for the materials not so adequately supported and documented.

3.20 AUDIT DISALLOWANCES:

If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the County either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

3.21 VALIDITY:

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

3.22 RIGHTS IN DATA:

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

3.23 RELATIONSHIPS:

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

**3.24 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

- 3.24.1 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:
  - 3.24.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
  - 3.24.1.2 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;
  - 3.24.1.3 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
  - 3.24.1.4 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.
- 3.24.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contact.
- 3.24.3 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.

**3.25 ALTERNATIVE DISPUTE RESOLUTION:**

- 3.25.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:
  - 3.25.1.1 Render a decision;
  - 3.25.1.2 Notify the parties that the exhibits are available for retrieval; and
  - 3.25.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).
- 3.25.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.

3.25.3 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.

3.26 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

3.26.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

3.26.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 3.26.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

~~3.27 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:~~

~~3.27.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Materials Management and the using agency of any and all changes concerning permits, insurance or licenses.~~

~~3.27.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.~~

3.28 CONTRACTOR LICENSE REQUIREMENT:

3.28.1 The Respondent shall procure all permits, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his business. The Respondent shall keep fully informed of existing and future Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same.

3.28.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

3.29 POST AWARD MEETING:

The Contractor shall be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of this Contract. This meeting will be coordinated by the Procurement Officer of the Contract.

**PENSKE TRUCK LEASING CO LP, 1945 W. HILTON AVE., PHOENIX, AZ 85009**  
2219 S. 2ND PLACE, PHOENIX, AZ 85004

RESPONDENT NAME: Penske Truck Leasing Co., L.P.  
1945 W. Hilton Ave., Phoenix, AZ 85009  
 ADDRESS: 2219 S. Second Place Phoenix, AZ 85004  
PO Box 7429, Pasadena, CA 91109-7429  
 P.O. ADDRESS: P.O.Box 563 Reading, PA j19603  
 TELEPHONE NUMBER: 602-258-3332  
 FACSIMILE NUMBER: 602-255-6235  
 WEB SITE: GoPenske.com  
 REPRESENTATIVE: Mary Cappola-David Van Tuyle  
mary.cappola@penske.com  
 REPRESENTATIVE E-MAIL: david.vantuyle@penske.com

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: (Payment shall be made within 48 hours of utilizing the Purchasing Card)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	%
<input checked="" type="checkbox"/> NET 30 DAYS	<input type="checkbox"/>	<input type="checkbox"/>	2% 10 DAYS NET 30 DAYS
	<input type="checkbox"/>	<input type="checkbox"/>	5% 30 DAYS NET 31 DAYS

<b>LEASED ITEMS (NON-REFRIGERATED)</b>				
<b>Title</b>	<b>ANNUALLY</b>	<b>MILEAGE</b>	<b>Description</b>	<b>Bidder Notes</b>
24FT FLATBED TRUCK	\$14,151.96	\$0.10	SEE PARAGRAPH 2.2.2 USAGE: 1 ITEM	Penske's exception to Attachment B Agreement is attached to this bid. Please use the Home/End keys to view complete price online.
02 AXLE DAY CAB TRACTOR	\$21,009.96	\$0.09	SEE SECTION 2.2.4 USAGE: 5 ITEMS	
03 AXLE DAY CAB TRACTOR	\$23,762.04	\$0.09	SEE SECTION 2.2.5 USAGE: 3 ITEMS	
03 AXLE SLEEPER CAB TRACTOR	\$24,008.04	\$0.08	SEE PARAGRAPH 2.2.6 USAGE: 3	
28FT DRY BOX TRAILER	\$3,938.04	\$0.03	SEE PARAGRAPH 2.2.7 USAGE: 6	
28FT DRY BOX TRAILER, LIFTGATE	\$7,215.00	\$0.03	SEE PARAGRAPH 2.2.8 USAGE: 6	

**PENSKE TRUCK LEASING CO LP, 1945 W. HILTON AVE., PHOENIX, AZ 85009**  
2219 S. 2ND PLACE, PHOENIX, AZ 85004

<b>LEASED ITEMS (REFRIGERATED)</b>				
<b>Title</b>	<b>ANNUALLY</b>	<b>MILEAGE</b>	<b>REFRIGERATION</b>	<b>Description</b>
28FT REF TRAILER	\$9,458.04	\$0.03	\$0.80	SEE PARAGRAPH 2.2.9 USAGE: 2
28FT FER TRAILER, LIFTGATE	\$12,732.96	\$0.03	\$0.80	SEE PARAGRAPH 2.2.10 USAGE: 1
48FT REF TRAILER	\$9,960.96	\$0.04	\$0.80	SEE PARAGRAPH 2.2.11 USAGE:15
48FT REF TRAILER, LIFTGATE	\$13,251.00	\$0.04	\$0.80	SEE PARAGRAPH 2.2.12 USAGE: 3
48FT REF TRAILER, SWING DOOR	\$9,557.04	\$0.04	\$0.80	SEE PARAGRAPH 2.2.13 USAGE:2
16FT TRUCK, REF, LIFTGATE, NON CDL	\$21,300.00	\$0.10	\$0.80	SEE PARAGRAPH 2.2.1 USAGE: 1

<b>RENTAL ITEMS (NON REFRIGERATED)</b>						
<b>Title</b>	<b>DAILY</b>	<b>WEEKLY</b>	<b>MONTHLY</b>	<b>ANNUALLY</b>	<b>MILEAGE</b>	<b>Description</b>
48FT FLATBED TRAILER	\$17.00	\$85.00	\$368.33	\$4,419.96	\$0.04	SEE PARAGRAPH 2.2.14
24FT FLATBED TRUCK	\$62.60	\$312.98	\$1,356.23	\$16,274.76	\$0.12	SEE PARAGRAPH 2.2.2
02 AXLE DAY CAB TRACTOR	\$92.93	\$464.64	\$2,013.45	\$24,161.45	\$0.10	SEE PARAGRAPH 2.2.4
03 AXLE DAY CAB TRACTOR	\$105.00	\$525.51	\$2,277.20	\$27,326.35	\$0.10	SEE PARAGRAPH 2.2.5
03 AXLE SLEEPER CAB TRACTOR	\$106.19	\$530.94	\$2,300.77	\$27,609.24	\$0.09	SEE PARAGRAPH 2.2.6
28FT DRY BOX TRAILER	\$17.42	\$87.09	\$377.40	\$4,528.80	\$0.03	SEE PARAGRAPH 2.2.7
28FT DRY BOX TRAILER, LIFTGATE	\$31.91	\$159.56	\$691.44	\$8,297.28	\$0.03	SEE PARAGRAPH 2.2.8

**PENSKE TRUCK LEASING CO LP, 1945 W. HILTON AVE., PHOENIX, AZ 85009**  
2219 S. 2ND PLACE, PHOENIX, AZ 85004

<b>RENTAL ITEMS (REFRIGERATED)</b>							
<b>Title</b>	<b>DAILY</b>	<b>WEEKLY</b>	<b>MONTHLY</b>	<b>ANNUALLY</b>	<b>MILEAGE</b>	<b>REFERIGATION</b>	<b>Description</b>
28FT REF TRAILER	\$41.83	\$209.17	\$906.40	\$10,876.80	\$0.03	\$0.92	SEE PARAGRAPH 2.2.9
28FT REF TRAILER, LIFTGATE	\$56.32	\$281.59	\$1,220.24	\$14,642.88	\$0.03	\$0.92	SEE PARAGRAPH 2.2.10
48FT REF TRAILER	\$44.06	\$220.29	\$954.59	\$11,455.08	\$0.04	\$0.92	SEE PARAGRAPH 2.2.11
48FT REF TRAILER, LIFTGATE	\$58.61	\$293.05	\$1,269.89	\$15,238.68	\$0.04	\$0.92	SEE PARAGRAPH 2.2.12
48FT REF TRAILER, SWING DOOR	\$42.27	\$211.36	\$915.88	\$10,990.56	\$0.04	\$0.92	SEE PARAGRAPH 2.2.13
16FT REF LIFTGATE, NON CDL	\$94.21	\$471.06	\$2,041.25	\$24,495.00	\$0.12	\$0.92	SEE PARAGRAPH 2.2.1
53FT REF TRAILER	\$59.00	\$295.00	\$1,278.00	\$15,340.00	\$0.04	\$0.92	SEE PARAGRAPH 2.2.15
24FT REF TRUCK	\$94.21	\$471.06	\$2,041.25	\$24,495.00	\$0.12	\$0.92	SEE PARAGRAPH 2.2.3

NIGP CODE: 97584, 97586

Vendor Number:

W000002179 X

Contract Period:

To cover the period ending **December 31, 2015 2017.**

EFF. 01/26/2016



**Vehicle Lease Service Agreement  
Schedule "A"**

Schedule "A" No. see below  
Date of Preparation 12/30/15  
Page 1

Penske Location: 0587-10 1945 W. Hilton Avenue Phoenix, AZ. 85009

THIS AMENDMENT is made this 30th day of December, 2015 to the Vehicle Lease Service Agreement dated as of 12/03/2010 (the "VLSA") between PENSKE TRUCK LEASING CO., L.P. ("Penske") and Maricopa County ("Customer").

Intending to be legally bound, the parties agree as follows:

Customer agrees and acknowledges the original term of the Vehicles ("Extended Units") expires as listed below. The parties agree that the term of the VLSA for the Extended Units shall be extended as set forth below and shall be subject to all of the terms and conditions of the VLSA, except as provided below.

The following revised Schedule A rates and values shall apply to the Extended Units:

Original Schedule "A"	Unit Number	Year	Make	Model/ Title/ Description	Term Date	Schedule "A" Value 1/1/16	Monthly Dep. Credit	Fixed Rate	Mileage Rate	Reefer Rate	New Term Date
10-01	617670	2012	Freightliner	02 Axle Day Cab Tractor	12/31/2015	\$64,415	\$619	\$ 1,663.29	\$ 0.0855	N/A	12/31/2017
10-01	617671	2012	Freightliner	02 Axle Day Cab Tractor	12/31/2015	\$64,415	\$619	\$ 1,663.29	\$ 0.0855	N/A	12/31/2017
10-01	617672	2012	Freightliner	02 Axle Day Cab Tractor	12/31/2015	\$64,415	\$619	\$ 1,663.29	\$ 0.0855	N/A	12/31/2017
10-01	617673	2012	Freightliner	02 Axle Day Cab Tractor	12/31/2015	\$64,415	\$619	\$ 1,663.29	\$ 0.0855	N/A	12/31/2017
10-03	617676	2012	Freightliner	03 Axle Day Cab Tractor	12/31/2015	\$71,528	\$584	\$ 1,881.16	\$ 0.0855	N/A	12/31/2017
10-03	617677	2012	Freightliner	03 Axle Day Cab Tractor	12/31/2015	\$71,528	\$584	\$ 1,881.16	\$ 0.0855	N/A	12/31/2017
10-03	617678	2012	Freightliner	03 Axle Day Cab Tractor	12/31/2015	\$71,528	\$584	\$ 1,881.16	\$ 0.0855	N/A	12/31/2017
10-06	617685	2012	Utility	28 Ft. Ref Trailer, Liftgate	12/31/2015	\$42,321	\$500	\$ 1,008.03	\$ 0.0285	\$ 0.760	12/31/2017
10-06	617686	2012	Utility	28 Ft. Ref Trailer, Liftgate	12/31/2015	\$42,321	\$500	\$ 1,008.03	\$ 0.0285	\$ 0.760	12/31/2017
10-06	617687	2012	Utility	28 Ft. Ref Trailer, Liftgate	12/31/2015	\$42,321	\$500	\$ 1,008.03	\$ 0.0285	\$ 0.760	12/31/2017
10-09	617692	2012	Utility	48 Ft Ref Trailer, Liftgate	12/31/2015	\$49,902	\$497	\$ 1,049.04	\$ 0.0333	\$ 0.760	12/31/2017
10-09	617693	2012	Utility	48 Ft Ref Trailer, Liftgate	12/31/2015	\$49,902	\$497	\$ 1,049.04	\$ 0.0333	\$ 0.760	12/31/2017
10-10	617696	2012	Utility	48 Ft. Ref Trailer, Swing Door	12/31/2015	\$38,585	\$358	\$ 756.60	\$ 0.0333	\$ 0.760	12/31/2017
10-08	617710	2012	Utility	48 Ft. Ref Trailer	12/31/2015	\$39,737	\$373	\$ 788.58	\$ 0.0333	\$ 0.760	12/31/2017
10-08	617711	2012	Utility	48 Ft. Ref Trailer	12/31/2015	\$39,737	\$373	\$ 788.58	\$ 0.0333	\$ 0.760	12/31/2017
10-08	617712	2012	Utility	48 Ft. Ref Trailer	12/31/2015	\$39,737	\$373	\$ 788.58	\$ 0.0333	\$ 0.760	12/31/2017
10-08	617715	2012	Utility	48 Ft. Ref Trailer	12/31/2015	\$39,737	\$373	\$ 788.58	\$ 0.0333	\$ 0.760	12/31/2017
10-08	617716	2012	Utility	48 Ft. Ref Trailer	12/31/2015	\$39,737	\$373	\$ 788.58	\$ 0.0333	\$ 0.760	12/31/2017
10-08	617717	2012	Utility	48 Ft. Ref Trailer	12/31/2015	\$39,737	\$373	\$ 788.58	\$ 0.0333	\$ 0.760	12/31/2017
10-11	617723	2012	Hyundai	28 Ft Dry Box Trailer, Liftgate	12/31/2015	\$22,717	\$259	\$ 571.19	\$ 0.0285	N/A	12/31/2017
10-11	617724	2012	Hyundai	28 Ft Dry Box Trailer, Liftgate	12/31/2015	\$22,717	\$259	\$ 571.19	\$ 0.0285	N/A	12/31/2017
10-11	617725	2012	Hyundai	28 Ft Dry Box Trailer, Liftgate	12/31/2015	\$22,717	\$259	\$ 571.19	\$ 0.0285	N/A	12/31/2017
10-11	617726	2012	Hyundai	28 Ft Dry Box Trailer, Liftgate	12/31/2015	\$22,717	\$259	\$ 571.19	\$ 0.0285	N/A	12/31/2017
10-11	617727	2012	Hyundai	28 Ft Dry Box Trailer, Liftgate	12/31/2015	\$22,717	\$259	\$ 571.19	\$ 0.0285	N/A	12/31/2017
10-11	617728	2012	Hyundai	28 Ft Dry Box Trailer, Liftgate	12/31/2015	\$22,717	\$259	\$ 571.19	\$ 0.0285	N/A	12/31/2017
10-04	617653	2012	Freightliner	16 Ft. Truck, Ref, Liftgate Non CDI	12/31/2015	\$66,709	\$838	\$ 1,686.09	\$ 0.0950	\$ 0.760	12/31/2017
10-05	617684	2012	Freightliner	24 Ft Flatbed Truck	12/31/2015	\$47,105	\$525	\$ 1,120.36	\$ 0.0950	N/A	12/31/2017

Schedule "A" annexed to and made a part of Vehicle Lease Service Agreement dated 12/03/2010 between

Maricopa County and PENSKE TRUCK LEASING CO., L.P. effective on the 25 day of Jan, 2016.

Maricopa County	Signature 	Title DCPO	Date 1/13/16
PENSKE TRUCK LEASING CO., L.P.	Signature 	Frances E. Graeff Manager Contract Admin	Date 1-25-16