SERIAL 14066 S **MEDIUM TO HEAVY DUTY TRUCK AND OFF ROAD VEHICLE COLLISION REPAIR**

DATE OF LAST REVISION: September 18, 2014 **CONTRACT END DATE: November 30, 2017**

CONTRACT PERIOD THROUGH NOVEMBER 30, 2017

TO: All Departments

FROM: Office of Procurement Services

SUBJECT: Contract for **MEDIUM TO HEAVY DUTY TRUCK AND OFF ROAD VEHICLE COLLISION REPAIRS**

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 **September 18, 2014 (Eff. 12/01/14).**

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.

_____
Wes Baysinger, Chief Procurement Officer
Office of Procurement Services

AS/mm
Attach

Copy to: Office of Procurement Services
Christine Nobles, Risk Management

(Please remove Serial 08073-S from your contract notebooks)

SERIAL 14066-S

ALL PRO FLEET PAINTING, 6502 WEST MYRTLE, GLENDALE, AZ 85301

COMPANY NAME:	**ALL PRO FLEET PAINTING**
DOING BUSINESS AS (DBA) NAME:	
MAILING ADDRESS:	**6502 WEST MYRTLE, GLENDALE, AZ 85301**
REMIT TO ADDRESS:	**6502 WEST MYRTLE, GLENDALE, AZ 85301**
TELEPHONE NUMBER:	**623-847-5555**
FACSIMILE NUMBER:	**623-505-9723**
WEB SITE:	**ALLPROFLEETPAINTING.COM**
REPRESENTATIVE NAME:	~~MARC GODZISZ~~ **Ryan Simmons**
REPRESENTATIVE TELEPHONE NUMBER:	**623-847-5555 CELL** ~~602-291-7856~~ **602/684-1032**
REPRESENTATIVE E-MAIL:	~~MARC~~ **ryan@allprofleetpainting.com**

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	☑	☐	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	☐	☑	

☑ 2% 10 DAYS NET 30 DAYS

Title	Unit Price	Qty	UofM	Bidder Notes
Body and Fender repair/replace Labor Rate Year 1	$50.00	1	hour	
Body and Fender repair/replace Labor Rate Year 2	$55.00	1	hour	
Body and Fender repair/replace Labor Rate Year 3	$60.00	1	hour	
Frame repair Labor Rate Year 1	$55.00	1	hour	
Frame repair Labor Rate Year 2	$60.00	1	hour	
Frame repair Labor Rate Year 3	$65.00	1	hour	
Mechanical repair/replace Labor Rate Year 1	$55.00	1	hour	
Mechanical repair/replace Labor Rate Year 2	$60.00	1	hour	
Mechanical repair/replace Labor Rate Year 3	$65.00	1	hour	
Paint Labor Rate Year 1	$50.00	1	hour	
Paint Labor Rate Year 2	$55.00	1	hour	
Paint Labor Rate Year 3	$60.00	1	hour	
Standard inspection time		1	hour	

SERIAL 14066-S

ALL PRO FLEET PAINTING, 6502 WEST MYRTLE, GLENDALE, AZ 85301

Title	Unit Price	Qty	UofM	Bidder Notes
Standard Decal Removal Preparation Time		1	hour	$35.00 per hour
Standard Color/Sand/Buff per panel		1	hour	$35.00 per hour
Standard Total Loss Tear Down Time		1	hour	$50.00 per hr
Parts Discount from Retail	7.00%	1	per issue	Manufacturer: STERLING Catalog Date: 2014 Pricing Column: COST
Material Refinish Rate	$35.00	1	each	$35.00 PER PAINT HR
Cost plus percentage for parts	7.00%	1	each	Manufacturer: FREIGHTLINER Catalog Date: 2014 Pricing Column: COST

PRICING SHEET: NIGP CODE 92819

Vendor Number: 2011005263 0

Certificates of Insurance Required

Contract Period: To cover the period ending **November 30, 2017.**

MEDIUM TO HEAVY DUTY TRUCK AND OFF ROAD VEHICLE COLLISION REPAIRS

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) for vehicles classified as Medium to Heavy-duty Trucks, or Off-road Equipment. **The County may at its option choose to utilize this contract for vehicle repairs under one-thousand dollars ($1000.00).** The bidder's facility shall be equipped with all equipment necessary to make repairs that meet or exceed the specifications for the category bid.

Other governmental entities under agreement with the County may have access to services provided hereunder (see also Sections 2.6 and 2.7, below).

The County reserves the right to add additional contractors, at the County's sole discretion, in cases where the currently listed contractors are of an insufficient number or skill-set to satisfy the County's needs.

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 purpose 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, Audatex, CCC, etc.). Estimates are subject to the Procedure Pages of the

estimation system to write the estimate. The County shall utilize the estimating guide source(s) to establish its required turnaround time for each repair.

2.1.2.4 SAFETY STANDARDS:

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

2.1.2.5 DUST-FREE PAINT BOOTH:

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

2.1.2.6 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 all frame repair(s) must accompany the final invoice*.

2.1.2.7 AIR CONDITIONING REPAIR/RECHARGING SERVICES:

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

2.1.2.8 WELDING:

The contractors shall have appropriate welding equipment for body welding and utilize only 200A, 300A and 400A certified welders. Gas welding is not acceptable, no exceptions. The contractors shall ensure 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 if damaged due to negligence by not disconnecting the computers before performing welding.

2.1.2.9 VEHICLE HOIST:

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

2.1.2.10 HEADLIGHT AIMING:

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

2.1.2.11 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.

2.1.2.12 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.

2.1.2.13 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 their 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 Risk Management or Equipment Services departments. If the primary contractor is unable to meet the County's required turn-around time for the repair, the secondary contractor will be contacted. Furthermore, if the contractor declines to repair a vehicle per the procedure or costs established by the Contract, the County shall utilize the secondary vendor for the repair. In either case, the primary vendor waives any and all claims for recovery for that particular vehicle.

The vendor shall pickup all vehicles called in by before 12 noon the same day. Requests made after 12 noon shall be picked up by noon the following business day.

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 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, Vector Control Department, Air Quality Department and Facilities Management etc.

2.1.3.4 ESTIMATES:

Within one (1) business day of receipt of an accident vehicle at their facility, the contractors shall prepare a complete written estimate (less any hidden damage) or the required accident claim(s) and submit it to the designated County Representative. Special consideration for extensive or difficult repairs may be provided at the discretion of the County appraiser, adjuster, or representative.

2.1.3.4.1 All estimates shall reference the pricing page form Attachment A labor rate/labor hours; parts cost by component (at Original Equipment Manufacturer (OEM), Aftermarket ~~or~~ and Used rates when applicable). and provide an estimated date of completion. Contractor shall provide the County with the most reasonable estimation of labor hours and parts required for each repair. County reserves the right to evaluate each estimate using its own claims adjuster or a contracted third party and may request adjustments in order to ensure the best value to the County (see section 2.1.3.7.3)

2.1.3.4.2 The Contractor shall inform the County Representative when the estimated repair costs exceed seventy percent (70%) of the vehicle value.

2.1.3.4.3 Paint materials shall be based on estimated refinish hours multiplied by the specified rate stated in Attachment A. All paint materials will be capped at four hundred-fifty dollars ($450) per vehicle repair, paint materials shall not be based on a cost plus percentage.

2.1.3.4.4 The formula for materials will be full and final compensation for all materials needed for the repair. Repair or replacement parts will be decided based on the lowest cost to the County. Replacement parts will be selected based on lowest cost to the County. Alternative parts, used parts or LKQ (like kind and quality), Aftermarket or A/M, reconditioned or remanufactured parts, or OEM parts less any discounts will be utilized based on whichever is least costly to the County.

2.1.3.4.5 When matters of quality and safety arise, the County Appraiser shall be the ultimate decision maker for all repair and part replacement matters. Used parts should not be utilized if doing so could compromise safety. Used steering components, suspension assemblies, and brake parts shall not be utilized. Exception to the previous is used rear differential assemblies.

2.1.3.4.6 Finishing items such as color blending and removal of trim shall be done at the discretion of the County Appraiser.. The Contractor shall be responsible for tinting of paint for color match.

2.1.3.4.7 All estimates shall be accompanied by photos of the damage and use a non-permanent sharpie / wax marker (color appropriate) to circle the damages and measurements of the dents.

2.1.3.4.8 The contractor(s) shall contact Risk Management by phone or by e-mail (address to be provided), and submit the preliminary estimate to the assigned adjuster.

2.1.3.4.9 Risk Management's Adjuster shall approve the estimate from the contractor(s) prior to any repair work being performed on vehicle(s). The County reserves the right to assign an Appraiser to give an estimate of repair costs. The County Appraiser and the Contractor shall apply the industry standards and guidelines.

2.1.3.4.10 Upon approval, Risk Management shall issue a claim number to the contractor that will authorize the repairs. When claim numbers have not yet been assigned, the County assigned vehicle identification number shall be utilized.

2.1.3.4.10.1 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 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 secondary

Contractor or the contractor(s) can submit in writing a "decline to repair" for the vehicle on 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 to re-inspect and/**or** approve. A written supplement shall be submitted by Email (to be provided) to the attention of: Claims Adjuster at Maricopa County Risk Management Department.

2.1.3.7 COLLISION REPAIRS:

2.1.3.7.1 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 in accordance with industry standards.

2.1.3.7.2 Paint materials shall not exceed the $450.00 paint material cap

2.1.3.7.3 County shall calculate its required turnaround time for all repairs, utilizing the following formula:

$$\frac{\text{Estimated Repair Hours x 1.5}}{8}$$

Downtime based on this formula shall commence promptly when repair cost approval is provided by the County appraiser, adjuster, or representative. The formula provides appropriate time for repairs to include weekend days when the facility may be closed for business, but holidays shall not be included in the downtime calculation. Special consideration may be provided for larger repairs or extenuating circumstances at the discretion of the County appraiser, adjuster, or representative.

Any repair requiring paintwork will have a minimum repair time allowance of 3 business days.

The County Appraiser/adjuster shall be notified when a part backorder will create a delay in the completion of repairs. Contractor shall provide an explanation on the estimate documenting if the Contractor's estimated turnaround time falls outside of the number of days set forth by this formula.

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. <u>The contractors shall keep all the old parts from the damaged vehicle(s) until an inspection from Risk Management has been completed and satisfied.</u>

2.1.3.9 WARRANTY:

The contractors shall provide a written warranty with a minimum of five- (5) years on labor or until the County auctions the vehicle, whichever is greater. Parts shall be covered by the manufacturer's or reseller's warranty, a copy of

which shall be provided to County with the invoice. The effective warranty date shall be the release date by Risk Management. The warranty obligations shall survive the expiration or termination of this agreement.

2.1.3.10 REPAIR STATUS REPORTING:

Contractor shall provide Risk Management with detailed status reports for each vehicle currently undergoing repairs on a weekly basis. In the event of a change in completion date, Contractor shall immediately provide County with a revised date of completion, a detailed explanation of the cause and the corrective action that will be taken by Contractor to avoid further and/or similar delays. Recurring incidents of completion date revisions for similar causes may be considered grounds for corrective action by County.

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 Claims Management and get there approval for the work.

2.1.3.11.1 The County will utilize our own County Towing contract for total loss vehicles.

2.1.3.12 COMPLETED VEHICLE:

2.1.3.12.1 Vehicles shall be repaired and delivered to the County facility per the timeframe established in Section 2.1.3.7.3. Vehicles shall be delivered clean and ready for use.

2.1.3.12.2 Risk Management may inspect the body repairs from the approved estimate and photographs. The invoice shall match the approved estimate. 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.

2.1.3.12.3 Unresolved or repeated determinations of poor quality or inadequate repairs may result in termination of the Vendor from the Contract at which time the Second Call Vendor shall become the primary for the balance of the Contract period.

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 Office of Procurement Services 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

2.1.3.14 Contractor Personnel

The County reserves the right to have the Contractor remove any employee of the Contractor's from servicing the Contract that the County deems to not be in the best interest of the County. The Contractor shall provide suitable replacement personnel to meet the needs of the County within 24 hours of the County's request.

2.2 FACILITIES:

During the course of this Contract, the County shall provide the Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its obligation enumerated herein.

2.3 INVOICES AND PAYMENTS:

2.3.1 The Contractor shall submit one (1) legible copy 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

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

2.3.3 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 Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site **(http://www.maricopa.gov/Finance/Vendors.aspx).**

2.3.4 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.

2.4 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 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.

2.6 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 state so** 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.

2.7 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 CONTRACTUAL 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 term.

3.2 OPTION TO RENEW:

The County may, at their option and with the approval of the Contractor, renew the term of this Contract up to a maximum of three (3) 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 Office of Procurement Services 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 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:

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:

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 B++. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

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 Insured's.

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 $2,000,000 for each occurrence, $2,000,000

Products/Completed Operations Aggregate, and $4,000,000 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 $2,000,000 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 $1,000,000 for each accident, $1,000,000 disease for each employee, and $1,000,000 disease policy limit.

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 Errors and Omissions Insurance and/or Garage Keepers coverage:

Errors and Omissions insurance and, if necessary, Commercial Umbrella insurance, which will insure and provide coverage for errors or omissions of the Contractor, with limits of no less than $1,000,000 for each claim.

Or/

Garagekeepers Legal Liability coverage to protect County vehicles while vehicle is in Contractor facility for services with $1,000,000 for each claim.

3.5.13 Certificates of Insurance.

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

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

3.5.13.3 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.

3.5.14 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 ORDERING AUTHORITY.

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

3.8.2 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.

3.8.3 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.

3.8.4 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.

3.9 REQUIREMENTS CONTRACT:

3.9.1 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.

3.9.2 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.

3.9.3 Contractors agree to accept verbal notification of cancellation from the Office of Procurement Services 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.

3.10 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:

3.15.1 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 Office of Procurement Services shall be responsible for approving all amendments for Maricopa County.

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

3.18.1 In accordance with section MCI 371 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this 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 latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

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

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

3.19 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.

3.20 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.

3.21 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.

3.22 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.

3.23 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

3.23.1 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:

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

3.23.1.2 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 statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3.23.1.3 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

3.23.1.4 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.

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

3.23.3 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.

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

3.24.1 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.

3.24.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 3.24.1 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.

3.25 CONTRACTOR LICENSE REQUIREMENT:

3.25.1 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 Office of Procurement Services and the using agency of any and all changes concerning permits, insurance or licenses.

3.25.2 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 posses 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.

3.26 INFLUENCE

As prescribed in MC1-1202 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct, may be grounds for Disbarment or Suspension under MC1-902.
An attempt to influence includes, but is not limited to:

3.26.1 A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type valuable contribution or subsidy,

3.26.2 That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

3.27 PUBLIC RECORDS:

All Offers submitted and opened are public records and must be retained by the Records Manager at the Office of Procurement Services. Offers shall be open to public inspection after Contract award and execution, except for such Offers deemed to be confidential by the Office of Procurement Services. If an Offeror believes that information in its Offer should remain confidential, it shall indicate as confidential, the specific information and submit a statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. The Records Manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

3.28 POST AWARD MEETING:

The Contractor may 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.