

**SERIAL 12089 C, TIRES ON AND OFF-ROAD FLEET AND ROAD SIDE SERVICE**

**DATE OF LAST REVISION: February 11, 2016    CONTRACT END DATE: March 31, 2019**

**CONTRACT PERIOD THROUGH MARCH 31, ~~2016~~ 2019**

**TO:**                    All Departments  
**FROM:**                Office of Procurement Services  
**SUBJECT:**            Contract for **TIRES ON AND OFF-ROAD FLEET AND ROAD SIDE SERVICE**

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 **March 13, 2013**.

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  
Office of Procurement Services

**NP/at**  
Attach

Copy to:                Office of Procurement Services  
                              Gidget Vigil, Equipment Services

(Please remove Serial 06011-C from your contract notebooks)

**CHARLIE CASE TIRE , LLC, COMMUNITY TIRE PROS & AUTO REPAIR, 123 E DURANGO ST,  
PHOENIX, AZ 85004**

COMPANY NAME: Charlie Case Tire LLC  
 DOING BUSINESS AS (DBA) NAME: Community Tire Pros  
 MAILING ADDRESS: 123 E Durango St, Phoenix, AZ 85004  
 REMIT TO ADDRESS: 123 E Durango St, Phoenix, AZ 85004  
 TELEPHONE NUMBER: 602-250-8650  
 FACSIMILE NUMBER: 602-569-4930  
 WEB SITE: communitytirepros.com  
 REPRESENTATIVE NAME: Karl Deines  
 REPRESENTATIVE TELEPHONE NUMBER: 602-257-1922  
 REPRESENTATIVE E-MAIL: karl.d@communitytirepros.com

**YES NO REBATE**

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:  YES  NO

~~2% 10 DAYS NET 30 DAYS~~  **NET 30 DAYS Eff. 10/15/13**

Product Code:	TITLE	Price	Unit
svcaa	Field service rate afterhours for standard truck:	\$67.50	hour
	11L-16 - Casing Credit	\$0.00	each
103111581	11L-16 - Tire Price	\$171.48	each
foam	11L-16- Foam Filled per lb price	\$1.18	pound
casing	11R22.5 - Casing Credit	\$50.00	each
294-535	11R22.5 - Tire Price	\$375.00	each
foam	11R22.5- Foam Filled per lb price	\$1.18	pound
	1400R24 VKT - Casing Credit	\$0.00	each
263354	1400R24 VKT - Tire Price	\$1,231.48	each
foam	1400R24 VKT- Foam Filled per lb price	\$1.18	pound
foam	16.9-24 - Foam Filled per lb price	\$1.18	each
foam	16.9-24 - Foam Filled per lb price	\$1.18	pound
104112251	16.9-24 - Tire Price	\$560.65	each
	17.5R25 - Casing Credit	\$0.00	each
263389	17.5R25 - Tire Price	\$1,479.68	each
foam	17.5R25- Foam Filled per lb price	\$1.18	pound
067-911	225/60R16 FRS PV41 97V - Tire Price	\$94.00	each
	225/70R19.5 - Casing Credit	\$0.00	each
160-719	225/70R19.5 - Tire Price	\$256.00	each
foam	225/70R19.5- Foam Filled per lb price	\$1.18	pound
91043	225/70R19.5/14 XZE - Tire Price	\$351.86	each

**CHARLIE CASE TIRE , LLC, COMMUNITY TIRE PROS & AUTO REPAIR, 123 E DURANGO ST,  
PHOENIX, AZ 85004**

	23.5R25 - Casing Credit	\$0.00	each
263400	23.5R25 - Tire Price	\$2,626.00	each
foam	23.5R25- Foam Filled per lb price	\$1.18	pound
	26.5R25 - Casing Credit	\$0.00	each
275-611	26.5R25 - Tire Price	\$3,754.96	each
foam	26.5R25- Foam Filled per lb price	\$1.18	pound
	425/65R22.5 - Casing Credit	\$0.00	each
291-684	425/65R22.5 - Tire Price	\$662.00	each
foam	425/65R22.5- Foam Filled per lb price	\$1.18	pound
btsvcaa	Field service rate afterhours for O.T.R. / Boom truck:	\$97.50	hour
btsvc	Field service rate with O.T.R. / Boom truck:	\$65.00	hour
svc	Field service rate with standard field truck	\$45.00	hour
none	Fuel Surcharge (flat fee)	\$0.00	each
191-316	LT245/70R17/10 Trans HT - Tire Price	\$117.88	each
55086	LT265/70R17/10 A/T KO - Tire Price	\$206.35	each
206-531	LT265/70R17/10 Dueler Revo II - Tire Price	\$137.00	each
200-190	LT265/70R17/10 Trans AT - Tire Price	\$133.00	each
mile	Mileage Rate	\$1.00	mile
140-582	P195/60R15 - Tire Price	\$61.70	each
077-325	P235/55R17 GT PURSUIT - Tire Price	\$105.00	each

ATTACHMENT E Additional Information

**Discount Pricing:**

Bidder(s) shall submit manufacturers' published price lists for a full line of manufacturers offered to provide the greatest coverage. Price lists may be catalogs, CD\_ROM (format in Excel) or Internet Access (no software license required). Do not use the term "current pricing" for the information required below.

Manufacturer	Price List Date	Radial Discount	Bias Discount	Price Column to be Used	Additional Discounts
Goodyear				% Confidential Gov't pricing	%
Firestone		20.00%		%	%
Michelin				%	%
Bridgestone		20.00%		% Confidential Gov't pricing	%
BF Goodrich				%	%
Continental				%	%
General				%	%
Other				%	%

Representative Contact Info

Name Community tire  
 Phone 602/250-8650  
 Address 123 east Durango  
 Phoenix, AZ 85004  
 Karl.d@communitytireaz.com

CHARLIE CASE TIRE , LLC, COMMUNITY TIRE PROS & AUTO REPAIR, 123 E DURANGO ST,  
PHOENIX, AZ 85004

PRICING SHEET: NIGP CODE 86305

Vendor Number: 2011000714 0

Certificates of Insurance Required

Contract Period: To cover the period **March 31, 2016 2019.**

**PHOENIX TIRE, PO BOX 6818, PHOENIX, AZ 85005**

COMPANY NAME: Phoenix Tire, Inc  
 DOING BUSINESS AS (DBA) NAME: same  
 MAILING ADDRESS: PO Box 6818, Phoenix, AZ 85005  
 REMIT TO ADDRESS: same  
 TELEPHONE NUMBER: 602-269-2509  
 FACSIMILE NUMBER: 602-272-4332  
 WEB SITE: www.PHXTIRE.com  
 REPRESENTATIVE NAME: Phil Schonaerts  
 REPRESENTATIVE TELEPHONE NUMBER: 602-269-2509  
 REPRESENTATIVE E-MAIL: phils@phxtire.com

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

1% 10 DAYS NET 30 DAYS

<b>Product Code:</b>	<b>TITLE</b>	<b>Price</b>	<b>Unit</b>
	Field service rate afterhours for standard truck:	\$75.00	hour
	11L-16 - Casing Credit	\$0.00	each
314625	11L-16 - Tire Price	\$248.00	each
	11L-16- Foam Filled per lb price	\$1.50	pound
	11R22.5 - Casing Credit	\$40.00	each
260973	11R22.5 - Tire Price	\$423.50	each
	11R22.5- Foam Filled per lb price	\$1.50	pound
	1400R24 VKT - Casing Credit	\$60.00	each
263354	1400R24 VKT - Tire Price	\$1,361.00	each
	1400R24 VKT- Foam Filled per lb price	\$1.50	pound
	16.9-24 - Foam Filled per lb price	\$1.50	each
	16.9-24 - Foam Filled per lb price	\$1.50	pound
309281	16.9-24 - Tire Price	\$762.00	each
	17.5R25 - Casing Credit	\$60.00	each
35052	17.5R25 - Tire Price	\$1,728.00	each
	17.5R25- Foam Filled per lb price	\$1.50	pound
67911	225/60R16 FRS PV41 97V - Tire Price	\$94.00	each
	225/70R19.5 - Casing Credit	\$0.00	each
91043	225/70R19.5 - Tire Price	\$351.50	each
	225/70R19.5- Foam Filled per lb price	\$1.50	pound
91043	225/70R19.5/14 XZE - Tire Price	\$351.00	each
	23.5R25 - Casing Credit	\$100.00	each

**PHOENIX TIRE, PO BOX 6818, PHOENIX, AZ 85005**

65791	23.5R25 - Tire Price	\$3,525.00	each
	23.5R25- Foam Filled per lb price	\$1.50	pound
	26.5R25 - Casing Credit	\$150.00	each
65348	26.5R25 - Tire Price	\$4,860.00	each
	26.5R25- Foam Filled per lb price	\$1.50	pound
	425/65R22.5 - Casing Credit	\$0.00	each
291684	425/65R22.5 - Tire Price	\$662.00	each
	425/65R22.5- Foam Filled per lb price	\$1.50	pound
	Field service rate afterhours for O.T.R. / Boom truck:	\$75.00	hour
	Field service rate with O.T.R. / Boom truck:	\$50.00	hour
	Field service rate with standard field truck	\$50.00	hour
	Fuel Surcharge (flat fee)	\$6.00	each
191316	LT245/70R17/10 Trans HT - Tire Price	\$117.50	each
55086	LT265/70R17/10 A/T KO - Tire Price	\$206.00	each
206531	LT265/70R17/10 Dueler Revo II - Tire Price	\$137.00	each
200190	LT265/70R17/10 Trans AT - Tire Price	\$134.50	each
Service callout	Mileage Rate	\$35.00	mile
140582	P195/60R15 - Tire Price	\$61.50	each
77325	P235/55R17 GT PURSUIT - Tire Price	\$107.00	each

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Manufacturer	Price List Date	Radial Discount	Bias Discount	Price Column to be Used	Additional Discounts
Goodyear	10/1/2011	47%	%		%
Firestone	4/1/2011	NET%	%		%
Michelin	10/1/2011	50%	%		%
Bridgestone	4/1/2011	NET%	%		%
BF Goodrich	10/1/2011	49%	%		%
Continental	7/1/2011	33%	%		%
General	7/1/2011	33%	%		%
Other	Hankook	NET%	%		%

Normal Business Hours                      6AM-5PM

24x7x365                      Yes                     

Dispatch Number                      602-269-2509

**PHOENIX TIRE, PO BOX 6818, PHOENIX, AZ 85005**

Representative Contact Info

Name	James Pratt
Phone	602-269-2509
	PO Box 6818
Address	Phoenix, AZ 85005
email	<a href="mailto:matts@phxtire.com">matts@phxtire.com</a>

PRICING SHEET: NIGP CODE 86305

Vendor Number: 2011002908 0

Certificates of Insurance Required

Contract Period: To cover the period ending **March 31, 2016 2019.**

**REDBURN TIRE COMPANY, 3801 W CLARENDON AVE, PHOENIX, AZ 85019**

COMPANY NAME: Redburn Tire Company  
 DOING BUSINESS AS (DBA) NAME: SAB  
 MAILING ADDRESS: 3801 W Clarendon Ave, Phoenix, AZ 85019  
 REMIT TO ADDRESS: P.O. Box 14828, Phoenix, AZ 85063  
 TELEPHONE NUMBER: 602-272-7601  
 FACSIMILE NUMBER: 602-233-2518  
 WEB SITE: www.redburntireco.com  
 REPRESENTATIVE NAME: David Gutierrez  
 REPRESENTATIVE TELEPHONE NUMBER: 602-768-2582  
 REPRESENTATIVE E-MAIL: davidg@rtco.net

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

1% 10 DAYS NET 30 DAYS

Product Code:	TITLE	Price	Unit
	Field service rate afterhours for standard truck:	\$98.00	hour
388	11R22.5 - Casing Credit	\$75.00	each
	11R22.5 - Tire Price	\$379.00	each
	1400R24 VKT - Tire Price	\$2,019.00	each
	17.5R25 - Tire Price	\$1,636.00	each
	225/70R19.5/14 XZE - Tire Price	\$351.86	each
	23.5R25 - Tire Price	\$2,904.00	each
	26.5R25 - Tire Price	\$4,152.00	each
	425/65R22.5 - Tire Price	\$578.00	each
	Field service rate afterhours for O.T.R. / Boom truck:	\$143.00	hour
	Field service rate with O.T.R. / Boom truck:	\$88.00	hour
	Field service rate with standard field truck	\$68.00	hour
tscfs	Fuel Surcharge (flat fee)	\$25.00	each
	Mileage Rate	\$1.25	mile

**REDBURN TIRE COMPANY, 3801 W CLARENDON AVE, PHOENIX, AZ 85019**

ATTACHMENT E Additional Information

**Discount Pricing:**

Bidder(s) shall submit manufacturers' published price lists for a full line of manufacturers offered to provide the greatest coverage. Price lists may be catalogs, CD\_ROM (format in Excel) or Internet Access (no software license required). Do not use the term "current pricing" for the information required below.

<b>Manufacturer</b>	<b>Price List Date</b>	<b>Radial Discount</b>	<b>Bias Discount</b>	<b>Price Column to be Used</b>	<b>Additional Discounts</b>
Goodyear		0%	%		%
Firestone		net%	%		%
Michelin		50%	%		%
Bridgestone		Net%	%		%
BF Goodrich		49%	%		%
Continental		33%	%		%
General		33%	%		%
Other		0%	%		%

Normal Business Hours 7AM-%PM Mon-Fri, &Am-12PM Sat

24x7x365 Yes

Dispatch Number 602/272-7601

Representative Contact Info	Name	David Gutierrez
	Phone	602-768-2582
	Address	3801 W Clarendon Ave Phoenix, Az 85019
	email	davidg@rtco.net

Additional Vendor Locations	Address	2339 N Country Club Dr Mesa, AZ 85201
	Phone	480-962-0435
	for pricing	Bridgestone/Firestone please reference <a href="http://www.batogovtires.com/govtcontractpricing.ASP">www.batogovtires.com/govtcontractpricing.ASP</a>

Address Approval letter#: 7162  
Password: 16A7

PRICING SHEET: NIGP CODE 86305

Vendor Number: 2011002099 0

Certificates of Insurance Required

Contract Period: To cover the period ending **March 31, 2016 2019.**

**PURCELL TIRE COMPANY, 2310 WEST MCDOWELL ROAD PHOENIX, ARIZONA 85009**

COMPANY NAME: Purcell Tire Company

DOING BUSINESS AS (DBA) NAME: \_\_\_\_\_

MAILING ADDRESS: 2310 West McDowell Road Phoenix, Arizona 85009

REMIT TO ADDRESS: File 56129 Los Angeles, CA 90074-6129

TELEPHONE NUMBER: 602 252-3500

FACSIMILE NUMBER: 602 252-9006

WEB SITE: www.purcelltire.com

REPRESENTATIVE NAME: Tom Moyer

REPRESENTATIVE TELEPHONE NUMBER: 602 252-3500

REPRESENTATIVE E-MAIL: tmoyer@purcelltire.com

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

NET 30 DAYS

Item #	Line Item	Unit Price	Qty/Unit	Total Price
P235/55R17 GT PURSUIT - Tire Price - First Offer		\$113.34	400 / each	\$45,336.00
<b>Product Code:</b>	<b>Supplier Product Code:</b> 732002500			
<b>Agency Notes:</b>	<b>Supplier Notes: Manufacture:</b> Goodyear			
	<b>Product Code:</b> 732002500			
	Eagle RS-A			
LT265/70R17/10 Trans AT - Tire Price - First Offer		\$166.69	230 / each	\$38,338.70
<b>Product Code:</b>	<b>Supplier Product Code:</b> 179696217			
<b>Agency Notes:</b>	<b>Supplier Notes: Manufacture:</b> Goodyear			
	<b>Product Code:</b> 179696217			
	Wrangler SR-A			
225/60R16 FRS PV41 97V - Tire Price - First Offer		\$98.38	200 / each	\$19,676.00
<b>Product Code:</b>	<b>Supplier Product Code:</b> 732354500			
<b>Agency Notes:</b>	<b>Supplier Notes: Manufacture:</b> Goodyear			
	<b>Product Code:</b> 732354500			
	Eagle RS-A			
LT265/70R17/10 A/T KO - Tire Price - First Offer		\$192.24	120 / each	\$23,068.80
<b>Product Code:</b>	<b>Supplier Product Code:</b> 312014142			
<b>Agency Notes:</b>	<b>Supplier Notes: Manufacture:</b> Goodyear			
	<b>Product Code:</b> 312014142			
	Goodyear Wrangler Duratrac			

**PURCELL TIRE COMPANY, 2310 WEST MCDOWELL ROAD PHOENIX, ARIZONA 85009**

LT265/70R17/10 Dueler Revo II - Tire Price - First Offer	\$200.59	115 / each	\$23,067.85
<b>Product Code:</b>	<b>Supplier Product Code:</b> 748535189		
<b>Agency Notes:</b>	<b>Supplier Notes: Manufacture:</b> Goodyear		
	<b>Product Code:</b> 748535189		
	Wrangler Silent Armor		
P195/60R15 - Tire Price - First Offer	\$96.75	70 / each	\$6,772.50
<b>Product Code:</b>	<b>Supplier Product Code:</b> 413490329		
<b>Agency Notes:</b>	<b>Supplier Notes: Manufacture:</b> Goodyear		
	<b>Product Code:</b> 413490329		
	Assurance Comfort Tread		
225/70R19.5/14 XZE - Tire Price - First Offer	\$240.67	60 / each	\$14,440.20
<b>Product Code:</b>	<b>Supplier Product Code:</b> 271124002		
<b>Agency Notes:</b>	<b>Supplier Notes: Manufacture:</b> Goodyear		
	<b>Product Code:</b> 271124002		
	SP348		
LT245/70R17/10 Trans HT - Tire Price - First Offer	\$154.54	60 / each	\$9,272.40
<b>Product Code:</b>	<b>Supplier Product Code:</b> 179469492		
<b>Agency Notes:</b>	<b>Supplier Notes: Manufacture:</b> Goodyear		
	<b>Product Code:</b> 179469492		
	Wrangler SR-A		
11R22.5 - Tire Price - First Offer	\$370.00	500 / each	\$185,000.00
<b>Product Code:</b>	<b>Supplier Product Code:</b> 271124000		
<b>Agency Notes:</b>	<b>Supplier Notes: Manufacture:</b> Goodyear		
	<b>Product Code:</b> 271124000		
	SP 348		
425/65R22.5 - Tire Price - First Offer	\$577.02	100 / each	\$57,702.00
<b>Product Code:</b>	<b>Supplier Product Code:</b> 271131486		
<b>Agency Notes:</b>	<b>Supplier Notes: Manufacture:</b> Goodyear		
	<b>Product Code:</b> 271131486		
	SP281		
225/70R19.5 - Tire Price - First Offer	\$249.00	100 / each	\$24,900.00
<b>Product Code:</b>	<b>Supplier Product Code:</b> 139172907		
<b>Agency Notes:</b>	<b>Supplier Notes: Manufacture:</b> Goodyear		
	<b>Product Code:</b> 139172907		
	G149		
1400R24 VKT - Tire Price - First Offer	\$1,488.00	20 / each	\$29,760.00
<b>Product Code:</b>	<b>Supplier Product Code:</b> 15924		
<b>Agency Notes:</b>	<b>Supplier Notes: Manufacture:</b> Michelin		
	<b>Product Code:</b> 15924		
	AGLA2		

**PURCELL TIRE COMPANY, 2310 WEST MCDOWELL ROAD PHOENIX, ARIZONA 85009**

17.5R25 - Tire Price - First Offer	\$2,318.00	50 / each	\$115,900.00
<b>Product Code:</b>	<b>Supplier Product Code: 35052</b>		
<b>Agency Notes:</b>	<b>Supplier Notes: Manufacture: Michelin</b>		
	<b>Product Code: 35052</b>		
	XHA		
26.5R25 - Tire Price - First Offer	\$6,631.00	10 / each	\$66,310.00
<b>Product Code:</b>	<b>Supplier Product Code: 65348</b>		
<b>Agency Notes:</b>	<b>Supplier Notes: Manufacture: Michelin</b>		
	<b>Product Code: 65348</b>		
	XHA2		
23.5R25 - Tire Price - First Offer	\$4,572.00	10 / each	\$45,720.00
<b>Product Code:</b>	<b>Supplier Product Code: 65791</b>		
<b>Agency Notes:</b>	<b>Supplier Notes: Manufacture: Michelin</b>		
	<b>Product Code: 65791</b>		
	XHA2		
11L-16 - Tire Price - First Offer	\$187.00	6 / each	\$1,122.00
<b>Product Code:</b>	<b>Supplier Product Code: 103111601</b>		
<b>Agency Notes:</b>	<b>Supplier Notes: Manufacture: Solideal</b>		
	<b>Product Code: 103111601</b>		
	Backhoe		
16.9-24 - Tire Price - First Offer	\$679.00	6 / each	\$4,074.00
<b>Product Code:</b>	<b>Supplier Product Code: 45T845</b>		
<b>Agency Notes:</b>	<b>Supplier Notes: Manufacture: Titan / Goodyear</b>		
	<b>Product Code: 45T845</b>		
	IT525		
11R22.5- Foam Filled per lb price - First Offer	\$1.25	500 / pound	\$625.00
<b>Product Code:</b>	<b>Supplier Product Code: TYRFIL</b>		
<b>Agency Notes:</b>	<b>Supplier Notes: NEW</b>		
425/65R22.5- Foam Filled per lb price - First Offer	\$1.25	100 / pound	\$125.00
<b>Product Code:</b>	<b>Supplier Product Code: TYRFIL</b>		
<b>Agency Notes:</b>	<b>Supplier Notes: NEW</b>		
225/70R19.5- Foam Filled per lb price - First Offer	\$1.25	100 / pound	\$125.00
<b>Product Code:</b>	<b>Supplier Product Code: TYRFIL</b>		
<b>Agency Notes:</b>	<b>Supplier Notes:</b>		
1400R24 VKT- Foam Filled per lb price - First Offer	\$1.25	20 / pound	\$25.00
<b>Product Code:</b>	<b>Supplier Product Code: TYRFIL</b>		
<b>Agency Notes:</b>	<b>Supplier Notes: NEW</b>		
17.5R25- Foam Filled per lb price - First Offer	\$1.25	50 / pound	\$62.50
<b>Product Code:</b>	<b>Supplier Product Code: TYRFIL</b>		
<b>Agency Notes:</b>	<b>Supplier Notes: NEW</b>		

PURCELL TIRE COMPANY, 2310 WEST MCDOWELL ROAD PHOENIX, ARIZONA 85009

26.5R25- Foam Filled per lb price - First Offer	\$1.25	10 / pound	\$12.50
<b>Product Code:</b>	<b>Supplier Product Code: TYRFIL</b>		
<b>Agency Notes:</b>	<b>Supplier Notes: NEW</b>		
23.5R25- Foam Filled per lb price - First Offer	\$1.25	10 / pound	\$12.50
<b>Product Code:</b>	<b>Supplier Product Code: TYRFIL</b>		
<b>Agency Notes:</b>	<b>Supplier Notes: NEW</b>		
11L-16- Foam Filled per lb price - First Offer	\$1.25	6 / pound	\$7.50
<b>Product Code:</b>	<b>Supplier Product Code: TYRFIL</b>		
<b>Agency Notes:</b>	<b>Supplier Notes: NEW</b>		
16.9-24 - Foam Filled per lb price - First Offer	\$1.25	6 / pound	\$7.50
<b>Product Code:</b>	<b>Supplier Product Code: TYRFIL</b>		
<b>Agency Notes:</b>	<b>Supplier Notes: NEW</b>		
11R22.5 - Casing Credit - First Offer	\$65.00	500 / each	\$32,500.00
<b>Product Code:</b>	<b>Supplier Product Code: CASING</b>		
<b>Agency Notes:</b>	<b>Supplier Notes: A CASINGS LESS REPAIRS</b>		
425/65R22.5 - Casing Credit - First Offer	\$80.00	100 / each	\$8,000.00
<b>Product Code:</b>	<b>Supplier Product Code: CASING</b>		
<b>Agency Notes:</b>	<b>Supplier Notes: A CASINGS LESS REPAIRS</b>		
225/70R19.5 - Casing Credit - First Offer	\$40.00	100 / each	\$4,000.00
<b>Product Code:</b>	<b>Supplier Product Code: CASING</b>		
<b>Agency Notes:</b>	<b>Supplier Notes: A CASING LESS REPAIRS</b>		
1400R24 VKT - Casing Credit - First Offer	\$75.00	20 / each	\$1,500.00
<b>Product Code:</b>	<b>Supplier Product Code: CASING</b>		
<b>Agency Notes:</b>	<b>Supplier Notes: A CASING LESS REPAIRS</b>		
17.5R25 - Casing Credit - First Offer	\$145.00	50 / each	\$7,250.00
<b>Product Code:</b>	<b>Supplier Product Code: CASING</b>		
<b>Agency Notes:</b>	<b>Supplier Notes: A CASING LESS REPAIRS</b>		
26.5R25 - Casing Credit - First Offer	\$450.00	10 / each	\$4,500.00
<b>Product Code:</b>	<b>Supplier Product Code: CASING</b>		
<b>Agency Notes:</b>	<b>Supplier Notes: A CASING LESS REPAIRS</b>		
23.5R25 - Casing Credit - First Offer	\$250.00	10 / each	\$2,500.00
<b>Product Code:</b>	<b>Supplier Product Code: CASING</b>		
<b>Agency Notes:</b>	<b>Supplier Notes: A CASING LESS REPAIRS</b>		
11L-16 - Casing Credit - First Offer	\$0.00	6 / each	\$0.00
<b>Product Code:</b>	<b>Supplier Product Code: CASING</b>		
<b>Agency Notes:</b>	<b>Supplier Notes: NO VALUE FOR RETREADING</b>		
16.9-24 - Foam Filled per lb price - First Offer	\$1.25	6 / each	\$7.50
<b>Product Code:</b>	<b>Supplier Product Code: TYRFIL</b>		
<b>Agency Notes:</b>	<b>Supplier Notes: NEW</b>		
Field service rate with standard field truck - First Offer	\$55.00	1 / hour	\$55.00
<b>Product Code:</b>	<b>Supplier Product Code: 046164</b>		

**PURCELL TIRE COMPANY, 2310 WEST MCDOWELL ROAD PHOENIX, ARIZONA 85009**

<b>Agency Notes:</b>	<b>Supplier Notes: REGULAR HOURS</b>		
Field service rate with O.T.R. / Boom truck: - First Offer	\$75.00	1 / hour	\$75.00
<b>Product Code:</b>	<b>Supplier Product Code: 046132</b>		
<b>Agency Notes:</b>	<b>Supplier Notes: REGULAR HOURS</b>		
Field service rate afterhours for standard truck: - First Offer	\$75.00	1 / hour	\$75.00
<b>Product Code:</b>	<b>Supplier Product Code: 046165</b>		
<b>Agency Notes:</b>	<b>Supplier Notes: AFTER HOURS</b>		
Field service rate afterhours for O.T.R. / Boom truck: - First Offer	\$95.00	1 / hour	\$95.00
<b>Product Code:</b>	<b>Supplier Product Code: 046132</b>		
<b>Agency Notes:</b>	<b>Supplier Notes: AFTER HOURS</b>		
Mileage Rate - First Offer	\$0.00	1 / mile	\$0.00
<b>Product Code:</b>	<b>Supplier Product Code: 046904</b>		
<b>Agency Notes:</b>	<b>Supplier Notes: NO MILEAGE CHARGE</b>		
Fuel Surcharge (flat fee) - First Offer	\$0.00	1 / each	\$0.00

**ATTACHMENT E Additional Information**

**Discount Pricing:**

Bidder(s) shall submit manufacturers' published price lists for a full line of manufacturers offered to provide the greatest coverage. Price lists may be catalogs, CD\_ROM (format in Excel) or Internet Access (no software license required). Do not use the term "current pricing" for the information required below.

<b>Manufacturer</b>	<b>Price List Date</b>	<b>Radial Discount</b>	<b>Bias Discount</b>	<b>Price Column to be Used</b>	<b>Additional Discounts</b>
Goodyear	04/01/2012	48%	40%	See Net Price	30%
Firestone		%	%		%
Michelin		%	%		%
Bridgestone		%	%		%
BF Goodrich		%	%		%
Continental		%	%		%
General		%	%		%
Other		%	%		%

Normal Business Hours **7A-5P**

24x7x365      Yes            No     

Dispatch Number

PURCELL TIRE COMPANY, 2310 WEST MCDOWELL ROAD PHOENIX, ARIZONA 85009

Representative Contact Info	Name	<b>Tom Moyer</b>
	Phone	<b>602 252-3500</b>
	Address	<b>2310 West McDowell Rd Phoenix, Arizona 85009</b>
	email	<b>tmoyer@purcelltire.com</b>

PRICING SHEET: NIGP CODE 86305

Vendor Number: 2011002909 0

Certificates of Insurance Required

Contract Period: To cover the period ending **March 31, 2016 2019.**

## TIRES ON AND OFF-ROAD FLEET AND ROAD SIDE SERVICE

### 1.0 INTENT

The intent of this Invitation for Bids (IFB) is to establish a multiple award contract for a full line of Tire purchases and Roadside Tire Service for Maricopa County fleet.

Maricopa County does not guarantee a specific volume of business, or any business. This contract is to be utilized on an **“as required”** basis. The County reserves the right to award in whole, part or multiple, whichever is in the best interest of the County. All charges to the County shall be in accordance with the terms of the resultant pricing agreement. Purchases are authorized by a purchase order or procurement credit card only.

### 2.0 TECHNICAL REQUIREMENTS

#### 2.1 PASSENGER, LIGHT TRUCK AND TRAILERS TIRE PURCHASES:

Passenger, Light Truck and Trailers tires purchased shall meet the Uniform Tire Quality Grading (UTQG) rating as listed:

- 2.1.1 Passenger tires: Traction minimum B, Temperature minimum B
- 2.1.2 High Performance / Pursuit speed rating of V or greater to include 16”, 17” and 18” rims
- 2.1.3 Tread wear minimum rating for passenger, light truck and trailers shall be 2/32” visible wear bars / tread depth.
- 2.1.4 Tread wear minimum rating for High performance / Pursuit tread wear minimum shall be 4/32” or depends upon the actual condition.

#### 2.2 COMMERCIAL TRUCKS AND OFF-THE-ROAD (O.T.R.) TIRE PURCHASES:

- 2.2.1 Commercial Trucks, Buses, Construction and Agricultural Equipment tire purchases shall meet the manufacture’s specification for highway tires for on and off road mounts with deep tread (i.e., buses, water trucks, dump trucks, etc.).
- 2.2.2 Tread wear minimum rating for commercial trucks 4/32” front, move to rear and replace front.
- 2.2.3 Tread wear minimum for O.T.R application replace by visible wear and lost traction.

#### 2.3 CASING CREDITS:

The contractor(s) offering casing credits for O.T.R. tires provide a price next to the tire size specified on the pricing page. The contractor(s) may offer other O.T.R. tire sizes not listed. Casing credits slips must have the company name, quantity of tire and tire size, list casing credit and price. If a contractor(s) is involved in a service call with the tire size listed under the casing credit and does not offer a casing credit; the tire(s) casing must be returned to the Durango main service center.

#### 2.4 FOAM FILLED:

The County may elect to replace an original pneumatic tire with a foam filled pneumatic tire on Skid Steer applications and Off Road Construction Equipment.

- 2.4.1 The foam fill process must use new foam only.
- 2.4.2 The price shall be per pound for each tire.

2.5 DEFINITIONS:

- 2.5.1 Hourly rate – the time it takes to complete the roadside tire service. The contractor shall utilize ½ hour increments.
- 2.5.2 Afterhours / emergency / holiday / weekend hourly rate – services render after normal business hours (5:00 a.m. to 4:30 p.m.).
- 2.5.3 Field technician service call rate - a onetime / one way charge in route to the designated County site minimum one (1) hour.
- 2.5.4 Mileage or Fuel Charge (if applicable) - the 1<sup>st</sup> 50 miles are free before mileage rate is applied or select a one-time flat rate fuel surcharge.
- 2.5.5 Roadside service - for on and off site service within Maricopa County surf streets, job sites, and County facilities.
- 2.5.6 Motor Vehicles passenger, light, medium trucks and trailers up to 19,500 Gross Vehicle Weight (GVW)
- 2.5.7 Heavy commercial trucks and equipment used in construction, agriculture and earth moving; 19,501 greater Gross Vehicle Weight (GVW)
- 2.5.8 Waste Tire – a tire that is no longer suitable for its original intended purpose due to the wear, damage or defect.

2.6 ROADSIDE TIRE SERVICE:

The contractor(s) must be available twenty-four (24) hours seven (7) days week including holidays. The contractor(s) shall provide hourly rates for roadside tire service performed by standard and O.T.R. / Boom trucks. The contractor shall provide the following information:

- Normal business hours
- Field service rate with standard field truck
- Field service rate with O.T.R. / Boom truck
- Field service rate afterhours for standard truck
- Field service rate afterhours for O.T.R. / Boom truck
- Mileage (if applicable)
- Fuel surcharge (if applicable)

- 2.6.1 All roadside tire service calls after normal business hours must list the name of the County's designated employee requesting the service on the invoice in order to approve invoice payment.
- 2.6.2 All valve stem, caps, core, tubes, etc. required to complete the tire service shall be included in the bid price.

2.7 SERVICE TRUCKS:

The contractor(s) service truck(s) shall have the company name listed on both sides of the truck(s). Service truck(s) shall be fully equipped with all tools, equipment required to complete the tire service at no cost to the County.

2.8 DISPATCH ROADSIDE TIRE SERVICE:

The County's Service Writer's or designated employee shall dispatch the tire service call to the contractor, providing the authorization work order number and the County fleet number, with

address and directions to County site.

2.8.1 Response time to a roadside tire service call shall be within 1 hour from notification. All roadside tire service calls shall be completed on the same business day. If the contractor cannot comply with the time frame relate to the Service Writers at (602-506-4666 or 2886) or designated County employee at the time of the call or immediately after to allow for other arrangements to be made.

2.8.2 The contractor shall ensure their field technicians on the service truck(s) have communication resources such as a two-way radio and a cell phone to stays in contact with the County.

2.9 COUNTY SERVICE CENTERS:

The County has five (5) service centers that are a part of this contract. All service centers hold their own tire inventory. As follows the addresses, business hours and contact information:

2.9.1 Durango main shop at 3325 W. Durango Street, Phoenix, 85009; 602-506-4676; 5:00 a.m. to 4:30 p.m.

2.9.2 Mesa Service Center, 155 E. Coury, Mesa, 85210; 602-506-4794; 6:00 a.m. to 2:30 p.m.

2.9.3 Dysart Service Center, 16821 N. Dysart Rd. Surprise, 85374; 623-583-1836; 7:00 a.m. to 3:30 p.m.

2.9.4 Downtown Service Center, 120 S. 4th Ave, Phoenix, 85003; 602-506-3230; 7:00 a.m. to 4:00 p.m.

2.9.5 Buckeye Service Center, 26449 W MC85, Buckeye, 85326; 623-386-7461; 5:00 a.m. to 2:30 p.m.

2.10 TIRE DELIVERIES:

Tire deliveries shall be within one (1) hour from notification. Exceptions are made when a service center is more than 2 hours in travel time from contractor's facility. Daily deliveries and hot-shot runs may be required Monday through Friday. If the contractor cannot comply with the delivery requirements at the time of notification relate this to the County's designated employee at the time of the order or contact the Parts Department at 602-506-4676 immediately to allow the County to make other arrangements.

2.10.1 The County reserves the right to pick up tires at contractor's facility as a hot-shot run to eliminate any delays in an urgent remove and replace work order.

2.10.2 The contractor(s) shall notify the County on manufacturer tire back orders.

2.11 MAINTENANCE PROGRAM:

The contractor(s) shall have a maintenance program to assistance the County as a backup source to maintain the County's tire shop, tire tracking and inventory management. All cost shall be included in the bid price. The contractor(s) are to submit their tire management program with their bid submittal.

2.12 TIRE INVENTORY:

The County shall provide a history report for the contractor to maintain a sufficient local inventory to adequately support our requirements. The contractor shall notify the County immediately on any tire size or manufacture back order.

2.13 TIRE SUBSTITUTE:

In the event a tire(s) size is not available and it's necessary to substitute with another manufacturer all specifications must match (height, size, ply, speed rating, load capacity, rim width range, etc.). At no time shall any of the County fleet have mixed matched tire mounts.

2.13.1 The contractor must receive prior approval from the County for all substitute tires. List the full name of the employee authorizing the substitution tire on the invoice.

2.13.2 The contractor is responsible for the difference in cost per tire if it exceeds the original contract price.

2.13.3 If another manufacturer is substituted be sure to add all manufacturers your company is authorized to distribute.

2.14 WARRANTY:

The minimum warranty shall be 12 months or manufacturer's warranty; whichever is greater. Warranty / Defective tires shall be replaced within 24 hours of notification. An invoice must be submitted detailing the cause, cure, and a zero cost invoice. The effective date on all warranties shall begin at the time of service / mounting by both contractor and County.

2.14.1 The contractor(s) shall submit a copy of their tire warranty. The warranty will be award criteria.

2.14.2 The contractor(s) is responsible for tire damage done to County vehicles / equipment in the event there is a defect in the tire or improper tire service.

2.14.3 The contractor(s) are responsible for notifying the County on all manufacturer defective tire recalls.

2.15 BLANKET DISCOUNTS:

Material to be purchased against this contract covers a wide variety of tire replacements. The contractor(s) shall provide price sheets for each product offered to provide the greatest coverage of related products. Submit price list(s) by catalog books, CD-ROM (format excel), or Internet access (no software license required). DISCOUNT PRICING IS STRONGLY ENCOURAGED TO ALLOW THE COUNTY GREATEST VENDOR UTILIZATION.

2.16 RETURN POLICY:

The contractor(s) shall accept the return of all non-moving tires originally purchased within six (6) months and pulled during the County's six (6) month inventory adjustment period at no cost or penalty to the County. The credit invoice shall reflect the original purchase price for each tire returned.

2.16.1 The County will not accept any tire size that is passed one (1) year from manufacturer date.

2.16.2 The contractor shall provide, with company name, a return / credit booklet at no cost to the County.

2.17 STOCK LIFT:

The County reserves the right to sell out current inventory before accepting new manufacturer brands or the contractor(s) may be required to lift current inventory and replace with their brand.

2.18 DISPOSAL TIRE:

**COST FOR DISPOSAL OF ALL TIRES NOT COVERED BY ARIZONA REVISED STATUTE 44-1302 SHALL BE INCLUDED IN THE COST OF THE TIRE PRICE.** The contractor(s) shall be responsible for the pickup of waste tires on a one for one tire order at no additional cost to the County; with the exception of the O.T.R. tire sizes purchased under the “casing credit” offer. The contractor(s) shall coordinate with the County to pick up the waste tires.

2.19 CERTIFICATIONS:

It is the responsibility of the contractors to meet all safety standards, licenses and certified technicians required to perform service and repairs.

2.20 SAFETY STANDARDS /REGULATIONS:

- 2.20.1 Code of Federal Regulation (CFR) under Title 49;
- 2.20.2 Inspection, Repair, and Maintenance within Part 396,
- 2.20.3 Parts and Accessories Necessary for Safe Operation within Part 393,
- 2.20.4 Federal Motor Vehicle Safety Standards within Part 571,
- 2.20.5 Occupational Safety and Health Administration (OSHA),
- 2.20.6 CFR 29 Part 1910, publications of the Rubber Manufacturers Association (RMA) on servicing of tires and rims and wheels,
- 2.20.7 Waste Tire Disposal, Arizona Revised Statute A.R.S. § 44-1301 and 44-1307, the latest revision.

2.21 BUSINESS REQUIREMENTS:

2.21.1 SETTING UP COUNTY ACCOUNT:

It shall be the responsibility of all contractors' to communicate with their tire consultant/sales person, service manager, account manager and other areas involved in compliance with this contract.

2.21.2 INVOICE REQUIREMENTS:

All invoices shall be sent to our main Durango Service Center bill to address. The invoices shall be submitted to the County within forty-eight (48) hours from date of service. All invoices shall include the following information that pertains to a service call or tire purchase(s) to prevent any delays in processing payments. The invoice(s) must be legible.

Bill To:  
Equipment Service Department  
3325 West Durango St.  
Phoenix, Arizona 85009

- 2.21.2.1 Contract Serial Number
- 2.21.2.2 County purchase order number  
(If not paid by credit card)
- 2.21.2.3 County work order and vehicle number
- 2.21.2.4 Arrival and completion time
- 2.21.2.5 Reason for tire remove and replace

- 2.21.2.6 Description of tire(s)
- 2.21.2.7 Quantities
- 2.21.2.8 Cost per tire
- 2.21.2.9 Cost for foam filled tire
- 2.21.2.10 Hourly rate w/total hours
- 2.21.2.11 Mileage-miles and rate (if applicable)
- 2.21.2.12 Fuel surcharge (if applicable)
- 2.21.2.13 Sales tax and tax rate (on parts only)
- 2.21.2.14 Total cost

**2.22 ACCOUNTS PAYABLE CONTACT:**

All inquiries on payment processing, contact accounts payable at 602-506-4668 or 602-506-8693. We encourage electronic statements and invoices. All payments must be applied per invoice not monthly statement total.

**2.23 ADDITIONAL CHARGES/FEES:**

The County shall not be responsible for miscellaneous charges or fees unless it is an Arizona State or a Federal mandate.

**2.24 USAGE REPORT:**

Contractor shall provide quarterly reports on all tire usage. The reports shall list parts numbers, descriptions, unit cost, total dollars, date of purchase and the quarterly date of the report.

**2.25 BRAND NAME:**

Maricopa County reserves the right to request samples to determine quality and acceptability of products bid. In some cases brands have been listed to define quality of products desired and are not intended to be restrictive or limit competition. Products substantially equivalent to those designated shall qualify for consideration.

**2.26 WAREHOUSE/DISTRIBUTION CENTER:**

The contractor(s) shall have access to a local warehouse/distribution center within the Phoenix metropolitan area capable of providing the products listed herein at the time of bid submission. Maricopa County reserves the right to inspect such warehouse/distribution center(s) to ensure compliance with terms and conditions of this solicitation.

**2.27 TAX:**

No tax shall be levied against labor. Bid pricing to include all labor, overhead tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the Contractor to determine any and all taxes and include the same in bid price.

**2.28 ACCEPTANCE:**

Upon delivery and/or successful installation, the material(s) shall be deemed accepted and the warranty period shall begin. All documentation shall be completed prior to final acceptance.

Upon delivery and/or successful installation, the system(s) shall be deemed accepted and the warranty period shall begin. All documentation shall be completed prior to final acceptance.

**2.29 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.

2.30 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 three (3) 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) 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 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 shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.
- 3.5.8 The policies required hereunder, except Workers' Compensation, 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.

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.

**BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**

3.5.12.1.1 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.

3.5.12.1.2 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 maybe 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 County 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 Office of Procurement Services, 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 DOCUMENTATION OF CONTINUED NON-PERFORMANCE:**

All contractors under the terms and conditions of this contract must comply with the requirements specified herein. If the contractor(s) cannot comply with the requirements and is continuously declining service due to over load / back log, out of stock on tires or any other reasons that causes Equipment Services to use the open market; this may result in default of the contract.

- 3.11.1 The first occurrence of non-performance is defined as Equipment Service designated employee shall contact the contractor to discuss in detail the complaint(s). If there is a

reoccurrence of non-performance after communicating verbally / informally and we are deferred to the next contractor or open market, the contractor of record shall be responsible for all costs that exceed the contract rate. Equipment Services shall send the contractor a "letter to improve performance" via fax or email. The letter shall detail the conditions of non-performance with thirty (30) days from the date of the letter to improve performance. The Materials Management Procurement Consultant shall be copied on all correspondences.

3.11.2 The second occurrence of non-performance is defined as the contractor not complying with the thirty- (30) day "letter to improve performance". The Materials Management Procurement Consultant shall take over all corrective action. The contractor shall receive a written notice to attend a formal meeting with Equipment Services Department designated personnel and Materials Management Procurement Consultant. The purpose of the meeting will be to discuss how the contractor will improve performance.

3.11.3 The third occurrence of non-performance is defined as a thirty (30) day written "Letter of Cure" notice issued by the Materials Management Procurement Consultant. The contractor shall rectify the repeated issues of non-performance. Failure to cure the matter within the allotted time period designated in the "Letter of Cure" or any reoccurrence of non-performance after issuance of the "Letter of Cure" shall result in contract termination for non-performance.

3.12 **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.

3.13 **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.

3.14 **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.

3.15 **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.

3.16 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.

3.17 SUBCONTRACTING:

3.17.1 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.

3.17.2 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.

3.18 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.

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

3.19.1 In accordance with section MCI 367 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.

3.19.2 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.

3.19.3 **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.**

3.20 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 — By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. 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.~~

~~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, 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.

3.28.2 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 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:

3.29.1 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,

3.29.2 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.

3.30 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.

3.31 **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.**