

SERIAL 12092 S VEHICLE RENTAL

DATE OF LAST REVISION: February 11, 2016

CONTRACT END DATE: December 31, 2016

CONTRACT PERIOD THROUGH DECEMBER 31, ~~2015~~ 2016

TO: All Departments
FROM: Office of Procurement Services
SUBJECT: Contract for **VEHICLE RENTAL**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **December 12, 2012 (Eff. 01/01/13)**.

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

JG/jl
Attach

Copy to: Office of Procurement Services
 Sue Malinowsky, Sheriff's Office

(Please remove Serial 06028-S from your contract notebooks)

FOX RENT A CAR INC, P.O. BOX 62495, PHOENIX, AZ 85082

COMPANY NAME: Fox Rent A Car
 DOING BUSINESS AS (DBA) NAME: Fox Rent A Car
 MAILING ADDRESS: PO BOX 62495 PHOENIX, AZ. 85082
 REMIT TO ADDRESS: PO BOX 62495 PHOENIX, AZ. 85082
 TELEPHONE NUMBER: 602 277-7400
 FACSIMILE NUMBER: 602 273-1470
 WEB SITE: N/A
 REPRESENTATIVE NAME: MARIANNE NELSON
 REPRESENTATIVE TELEPHONE NUMBER: 602 277-7400
 REPRESENTATIVE E-MAIL: mariannenelson@questoffice.net

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	<input type="checkbox"/>	<input type="checkbox"/>	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
<input checked="" type="checkbox"/> NET 20 DAYS			

Title	Unit Price	New Unit Price Eff.1/1/16	Qty	UofM	Total Price	New Total Price Eff.1/1/16	Bidder Notes
Full Size Car- Daily Rental	\$28.00	\$30.80	4	Ea	\$112.00	\$123.20	
Full Size Car - Weekly Rental	\$187.00	\$205.70	4	Ea	\$748.00	\$822.80	
Full Size Car - Monthly Rental	\$803.00	\$883.30	4	Ea	\$3,212.00	\$3,533.20	
Full Size Car - Yearly Rental	\$9,636.00	\$10,599.60	4	Ea	\$38,544.00	\$42,398.40	
Premium Size Car - Daily Rental	\$30.00	\$33.00	2	Ea	\$60.00	\$66.00	
Premium Size Car- Weekly Rental	\$208.00	\$228.80	2	Ea	\$416.00	\$457.60	
Premium Size Car - Monthly Rental	\$869.00	\$955.90	2	Ea	\$1,738.00	\$1,911.80	
Premium Size Car - Yearly Rental	\$10,428.00	\$11,470.80	2	Ea	\$20,856.00	\$22,941.60	
Luxury Size Car - Daily Rental	\$32.00	\$35.20	5	Ea	\$160.00	\$176.00	
Luxury Size Car - Weekly Rental	\$215.00	\$236.50	5	Ea	\$1,075.00	\$1,182.50	
Luxury Size Car - Monthly Rental	\$924.00	\$1,016.40	5	Ea	\$4,620.00	\$5,082.00	
Luxury Size Car - -Yearly Rental	\$11,088.00	\$12,196.80	5	Ea	\$55,440.00	\$60,984.00	
1/2 Ton Truck - Daily Rate	\$32.00	\$35.20	1	Ea	\$32.00	\$35.20	
1/2 Ton Truck - Weekly Rental	\$219.00	\$240.90	1	Ea	\$219.00	\$240.90	
1/2 Ton Truck - Monthly Rental	\$935.00	\$1,028.50	1	Ea	\$935.00	\$1,028.50	
1/2 Ton Truck - Yearly Rental	\$11,220.00	\$12,342.00	1	Ea	\$11,220.00	\$12,342.00	
3/4 Ton Truck - Daily Rental Rate	\$33.00	\$36.30	13	Ea	\$429.00	\$471.90	
3/4 Ton Truck - Weekly Rental	\$226.00	\$248.60	13	Ea	\$2,938.00	\$3,231.80	
3/4 Ton Truck - Monthly Rental	\$946.00	\$1,040.60	13	Ea	\$12,298.00	\$13,527.80	
3/4 Ton Truck - Yearly Rental	\$11,352.00	\$12,487.20	13	Ea	\$147,576.00	\$162,333.60	
Minivan - Daily Rental	\$30.00	\$33.00	4	Ea	\$120.00	\$132.00	
Minivan - Weekly Rental	\$208.00	\$228.80	4	Ea	\$832.00	\$915.20	

FOX RENT A CAR INC, P.O. BOX 62495, PHOENIX, AZ 85082**(New Pricing Eff. 01/01/2016)**

Minivan - Monthly Rental	\$869.00	\$955.90	4	Ea	\$3,476.00	\$3,823.60
Minivan - Yearly Rental	\$10,428.00	\$11,470.80	4	Ea	\$41,712.00	\$45,883.20
Seven Passenger Van - Daily Rental	\$30.00	\$33.00	1	Ea	\$30.00	\$33.00
Seven Passenger Van - Weekly Rental	\$208.00	\$228.80	1	Ea	\$208.00	\$228.80
Seven Passenger Van - Monthly Rental	\$869.00	\$955.90	1	Ea	\$869.00	\$955.90
Seven Passenger Van - Yearly Rental	\$10,428.00	\$11,470.80	1	Ea	\$10,428.00	\$11,470.80
1/2 Ton Tuck 4WD - Daily Rental	\$34.00	\$37.40	1	Ea	\$34.00	\$37.40
1/2 Ton Truck 4WD - Weekly Rental	\$220.00	\$242.00	1	Ea	\$220.00	\$242.00
1/2 Ton Truck 4WD - Monthly Rental	\$946.00	\$1,040.60	1	Ea	\$946.00	\$1,040.60
1/2 Ton Truck 4WD - Yearly Rental	\$11,352.00	\$12,487.20	1	Ea	\$11,352.00	\$12,487.20
3/4 Ton Truck 4WD - Daily Rental	\$35.00	\$38.50	13	Ea	\$455.00	\$500.50
3/4 Ton Truck 4WD - Weekly Rental	\$226.00	\$248.60	13	Ea	\$2,938.00	\$3,231.80
3/4 Ton Truck 4WD - Monthly Rental	\$957.00	\$1,052.70	13	Ea	\$12,441.00	\$13,685.10
3/4 Ton Truck 4WD - Yearly Rental	\$11,484.00	\$12,632.40	13	Ea	\$149,292.00	\$164,221.20
Compact SUV - Daily Rental	\$28.00	\$30.80	4	Ea	\$112.00	\$123.20
Compact SUV - Weekly Rental	\$187.00	\$205.70	4	Ea	\$748.00	\$822.80
Compact SUV - Monthly Rental	\$803.00	\$883.30	4	Ea	\$3,212.00	\$3,533.20
Compact SUV - Yearly Rental	\$9,636.00	\$10,599.60	4	Ea	\$38,544.00	\$42,398.40
Full Size SUV - Daily Rental	\$37.00	\$40.70	10	Ea	\$370.00	\$407.00
Full Size SUV - Weekly Rental	\$231.00	\$254.10	10	Ea	\$2,310.00	\$2,541.00
Full Size SUV - Monthly Rental	\$979.00	\$1,076.90	10	Ea	\$9,790.00	\$10,769.00
Full Size SUV - Yearly Rental	\$11,748.00	\$12,922.80	10	Ea	\$117,480.00	\$129,228.00
Premium Size SUV - Daily Rental	\$39.00	\$42.90	22	Ea	\$858.00	\$943.80
Premium Size SUV - Weekly Rental	\$242.00	\$266.20	22	Ea	\$5,324.00	\$5,856.40
Premium Size SUV - Monthly Rental	\$1,023.00	\$1,125.30	22	Ea	\$22,506.00	\$24,756.60
Premium Size SUV - Yearly Rental	\$12,276.00	\$13,503.60	22	Ea	\$270,072.00	\$297,079.20
Compact SUV 4WD - Daily Rental	\$30.00	\$33.00	4	Ea	\$120.00	\$132.00
Compact SUV with 4WD - Weekly Rental	\$193.00	\$212.30	4	Ea	\$772.00	\$849.20
Compact SUV with 4WD - Monthly Rental	\$825.00	\$907.50	4	Ea	\$3,300.00	\$3,630.00
Compact SUV with 4WD - Yearly Rental	\$9,900.00	\$10,890.00	4	Ea	\$39,600.00	\$43,560.00
Full Size SUV 4WD - Daily Rental	\$37.00	\$40.70	10	Ea	\$370.00	\$407.00
Full Size SUV with 4WD - Weekly Rental	\$259.00	\$284.90	10	Ea	\$2,590.00	\$2,849.00
Full Size SUV with 4WD - Monthly Rental	\$1,023.00	\$1,125.30	10	Ea	\$10,230.00	\$11,253.00
Full Size SUV with 4WD - Yearly Rental	\$12,276.00	\$13,503.60	10	Ea	\$122,760.00	\$135,036.00
Premium Size SUV 4WD - Daily Rental	\$40.00	\$44.00	22	Ea	\$880.00	\$968.00
Premium Size SUV with 4WD - Weekly Rental	270	\$297.00	22	Ea	\$5,940.00	\$6,534.00
Premium Size SUV with 4WD - Monthly Rental	1078	\$1,185.80	22	Ea	\$23,716.00	\$26,087.60
Premium Size SUV with 4WD - Yearly Rental	\$12,936.00	\$14,229.60	22	Ea	\$284,592.00	\$313,051.20

FOX RENT A CAR INC, P.O. BOX 62495, PHOENIX, AZ 85082

Cost Per Vehicle for Limo Tinting	\$25.00	1	Ea	\$25.00	Will provide window tinting as requested00.00
Excessive Mileage Penalty - Per Mile over 3000 per month	\$0.00	1	Ea	\$0.00	There is no charge for excess mileage over 000 a month
Labor Rate for Body and Fender Repairs	\$32.00	1	Ea	\$32.00	
Labor Rate for Frame Repairs	\$32.00	1	Ea	\$32.00	
Labor Rate for Mechanical Work	\$30.00	1	Ea	\$30.00	
Labor Rate for Paint Work	\$30.00	1	Ea	\$30.00	

PRICING SHEET: NIGP CODE 97514

Vendor Number: 2011002658 0

Certificates of Insurance Required

Contract Period: To cover the period ending **December 31, 2015 2016.**

VEHICLE RENTAL

1.0 INTENT:

The intent of this call for bids is to establish a contract to rent vehicles for Maricopa County. The primary user of the contract is the County's Sheriff's Office.

The Contractor shall make available to the County various makes and models of passenger vehicles, **7 passenger vans, mini vans**, ½ ton and ¾ ton trucks with extended cab (**both 4x4 and standard**), full-size sports utility vehicles (**Premium: Tahoe/Suburban, Full: Expedition, Compact: Jeep Laredo all with either 4x4 or standard**); equipped with a minimum of an XLT packages or of equal level depending on the vehicle manufacturer. Due to the nature of the Sheriff's Office operations, some specialized equipment may be required (e.g. toolbox, spotlight, camper-shell). **All vehicles shall have limo tinted windows all around to include a six inch strip across the front windshield.** ~~(Arizona legal and limo tint for surveillance. All vehicles shall be equipped with car alarms.~~

Other governmental entities under agreement with the County may have access to services provided hereunder (see also Sections 2.11 and 2.12, 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 The Contractor shall provide a variety of vehicle makes and models, body styles and colors. Undercover operations require dissimilar vehicles and the choice of non-identical vehicles as part of their overall fleet make up. Vehicles shall have no permanent markings/advertisement. Vehicles must be approved by the Sheriff's office prior to acceptance.

The actual number of vehicles rented at any given time may vary and Maricopa County does not guarantee these quantities. The approximate range of monthly requirement is between ~~ninety (90)~~ **sixty (60)** and one hundred thirty-five (135) total vehicles, with a varying mix of 40% passenger, 50% utility and 10% truck vehicle types.

Vendor lists defining inventory availability MUST be submitted with the bid.

2.2 All vehicles must be currently registered and licensed in the State of Arizona and must be operating lawfully. Out of state registration may be authorized for undercover operations at the direction of the Sheriff's Office.

2.3 The Contractor shall provide periodic maintenance inspections; routine maintenance, repairing and/or replacing parts, except those parts damaged by misuse, accident or negligence on the part of the operator. Repair site locations must be agreed upon by the sheriff's office. Repair sites submitted for approval will be located in the greater Phoenix area. Geographical deviations may be submitted for approval in meeting the special or intermediate needs of the Sheriff's Office.
Contractor shall provide a list of site locations with their bid packet.

2.4 Mileage for each vehicle is reported monthly on a pre-determined mutually agreed upon date. The Contractor shall provide when requested an alternate, similar vehicle during periods of maintenance and repairs that would restrict normal business activities.

2.5 For damage caused by misuse, accident or negligence of the Sheriff's operator, the County/Sheriff shall make necessary repairs utilizing recognized industry standards for determining costs. Vendors shall provide, with the bid, on Attachment A, Pricing Pages, a description of what constitutes wear and tear damage. The County shall have the option to have wear and tear damage repaired at the shop of its choice, and pay this repairing facility directly. For the purpose of repairs and liability of damage incurred to rental vehicles, Maricopa County is a self-insured entity.

In the event a vehicle is not functioning or wrecked, the Contractor will replace the vehicle within twenty-four (24) hours. ~~if the breakdown occurs between Monday – Friday 8:00 A.M. – 5:00 P.M. The Contractor shall replace the vehicle within forty-eight (48) hours if the vehicle breaks down at other times.~~ **However, Contractor shall exercise commercially reasonable efforts to replace vehicles on shorter time frames, if requested and if possible.** For vehicles returned for maintenance, the contractor must provide an alternate vehicle when the vehicle to be worked upon is returned to the repair shop. The Contractor is responsible for towing/transporting vehicle to his service shop, and this is to include roadside assistance service. The County shall be responsible for all towing outside Maricopa County to the closest authorized dealership. The contractors towing shall be available 24 hours a day, 7 days per week. The Contractor shall provide roadside assistance service for flat tires, lock outs or other services that can be resolved within roadside assistance capability. ~~In the event of a County executed repair to a vehicle, Contractor shall have the right to inspect all work exceeding \$2,000.00.~~

- 2.6 Prior to acceptance of the rental vehicle both the Contractor and the County must note on the acceptance form provided by the County any damage to the vehicle. Any damage to the rented vehicle from the date of the acceptance, except as noted, will be the responsibility of the County.
- 2.7 The Contractor shall issue all vehicles with a full tank of fuel and the County shall return all vehicles with a full tank of fuel except under the circumstances of a disabled vehicle or accident condition where accessibility to the gas tank is impaired or safety measures are a consideration.
- 2.8 Only Maricopa County employees shall drive the above referenced rented vehicles or those individuals legally authorized by the County to do so.
- 2.9 The average period of time per vehicle rental is one (1) year to (2) two years. If however a vehicle is inoperable for any reason the contractor shall provide a replacement **as set forth in Section 2.5.** ~~within twenty-four (24) hours.~~ Rental periods may vary and the County does not guarantee a specific period of time.
- 2.10 Due to the sensitive nature of the operation of the Maricopa County Sheriff's Office, particularly undercover and surveillance work, vehicles may have to be exchanged as required before the expiration of the rental period. This is done so as not to compromise the operations of the Sheriff's Office. This shall be accomplished without any fee or penalty to the County. Also, all inquiries reference this contract and the fleet in general shall be referred to the Sheriff's Office **and the Office of Procurement Services (Fleet Management).**
- 2.11 Billing by the Contractor to the County will be required on a monthly basis. Each using department with a current vehicle rental must be billed separately. Billing will identify each vehicle by make, model, year, license plate and vendor identification number as a minimum. Each using department's vehicles will be listed and identified and representative of the current month's usage and billing.
- 2.12 The successful bidder shall provide a minimum of 3,000 free miles per month per vehicle
- 2.13 The Contractor shall make available to the County current model years and/or used vehicles, no more than three model years old, and mileage not to exceed 30,000 **or 50,000 for Canine and specialty vehicles.** The sheriff's office will return those vehicles, which either exceed 3 years or 30,000 miles, **50,000 for Canine or specialty vehicles, or unless otherwise negotiated between the parties** during the course of its usage. Rental/Bid prices shall reflect the difference in costs for the following class of rental vehicles; Full-Size, Premium Size, Luxury and Sport Utility Vehicle/Truck. Unit price plus applicable tax in accordance with the specifications referenced in this Bid Serial.
- 2.14 Contractor must have designated pick up and drop off points, conveniently located and mutually agreed upon by the sheriff's office.

2.15 No other terms and conditions will be considered for award of this bid. Any changes to the specification, clauses, pricing, etc, may result in the bid being determined non-responsive. Contractor agrees to reasonable mounting of communications equipment in some vehicles. The most often used procedure is to drill a hole in the front, passenger side firewall in routing the radio power cord to the engine compartment, which is then covered by existing carpeting. The radio itself is usually contained below the rear seat in most of these modified vehicles. Holes are then drilled in the floorboard to secure the radio. Any other cabling or mounting is then routed through existing channels or brackets and does not require any modifications. Upon disassembly the drilled holes are filled with the appropriate epoxy type material or inserts and then re-covered by the carpeting or seats. Prior to installation of any communications equipment, Sheriff's personnel will come to an agreement with the Contractor on the monetary amount of damage caused by this installation. The Contractor shall be reimbursed for such damages.

2.16 USAGE REPORT:

The Contractor shall furnish the County a quarterly usage report delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

2.17 INVOICES AND PAYMENTS:

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

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

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

2.17.3 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 (www.maricopa.gov/finance/vendors).

2.17.4 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.

2.18 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.

2.19 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.

2.20 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.

2.21 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. 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 agrees to maintain insurance as stipulated by Arizona State Statutory Requirements, as evidenced by Arizona State Self Insurance Certificate #S090. Contractor's 3rd party automobile liability exposure is secondary and is limited by Arizona Statute to \$15,000, \$30,000 in bodily injury and \$10,000 in property damage coverage (the "Limits"). The County acknowledges and agrees that Contractor shall not be liable to the County or any third party for any amount in excess of the Limits in connection with any third party automobile claim against the County and/or Contractor.~~

3.5.2 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++ 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.

3.5.3 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.

~~3.5.4 Contractor's insurance shall be primary insurance as respects County, and any insurance or self insurance maintained by County shall not contribute to it. Contractor's 3rd party automobile liability exposure is limited by Arizona Statute to \$15,000, \$30,000 in bodily injury and \$10,000 in property damage coverage.~~

~~3.5.5 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.~~

3.5.6 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.

3.5.7 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.

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

3.5.9 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.

3.5.10 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. **The County acknowledges and agrees that the policies set forth in this Section shall not be called upon for any claims arising under Section 3.5.1.**

~~3.5.11 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.~~

3.5.12 Workers' Compensation:

3.5.12.1 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.

~~3.5.12.2 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.~~

3.5.13 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.

3.5.13.1.1 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.

- 3.5.13.1.2 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.

3.5.14 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 ORDERING AUTHORITY.

- 3.6.1 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).
- 3.6.2 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.
- 3.6.3 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.
- 3.6.4 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.

3.7 REQUIREMENTS CONTRACT:

- 3.7.1 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.
- 3.7.2 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.
- 3.7.3 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.

3.8 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

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

3.9 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.

3.10 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.

3.11 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.

3.12 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.

3.13 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, **(subject to negotiated written terms between the Contractor and the County)**, 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 **increased proportionately, subject to negotiated written terms** between the Contractor and the County.

3.14 SUBCONTRACTING:

3.14.1 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.

3.14.2 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.

3.15 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.

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

3.16.1 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.

3.16.2 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.

3.17 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.

3.18 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.

3.19 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.

3.20 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.

3.21 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

- 3.21.1 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:
 - 3.21.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
 - 3.21.1.2 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;
 - 3.21.1.3 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
 - 3.21.1.4 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.
- 3.21.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contact.
- 3.21.3 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.

3.22 ALTERNATIVE DISPUTE RESOLUTION:

- 3.22.1 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:
 - 3.22.1.1 Render a decision;
 - 3.22.1.2 Notify the parties that the exhibits are available for retrieval; and
 - 3.22.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).
- 3.22.2 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.

3.22.3 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.

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

3.23.1 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.

3.23.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 3.23.1 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.

~~3.24 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:~~

~~3.24.1 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.~~

~~3.24.2 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.~~

3.25 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 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.

3.26 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 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.