



City of Glendale

5850 West Glendale Avenue
Glendale, AZ 85301

Voting Meeting Agenda City Council

Mayor Jerry Weiers
Vice Mayor Ian Hugh
Councilmember Jamie Aldama
Councilmember Samuel Chavira
Councilmember Gary Sherwood
Councilmember Lauren Tolmachoff
Councilmember Bart Turner

Tuesday, September 8, 2015

6:00 PM

Council Chambers

Voting Meeting

One or more members of the City Council may be unable to attend the Council Meeting in person and may participate telephonically, pursuant to A.R.S. § 38-431(4).

CALL TO ORDER

POSTING OF COLORS

PLEDGE OF ALLEGIANCE

PRAYER/INVOCATION

Any prayer/invocation that may be offered before the start of regular Council business shall be the voluntary offering of a private citizen, for the benefit of the Council and the citizens present. The views or beliefs expressed by the prayer/invocation speaker have not been previously reviewed or approved by the Council, and the Council does not endorse the religious beliefs or views of this, or any other speaker. A list of volunteers is maintained by the Mayor's Office and interested persons should contact the Mayor's Office for further information.

CITIZEN COMMENTS

If you wish to speak on a matter concerning Glendale city government that is not on the printed agenda, please fill out a Citizen Comments Card located in the back of the Council Chambers and give it to the City Clerk before the meeting starts. The City Council can only act on matters that are on the printed agenda, but may refer the matter to the City Manager for follow up. When your name is called by the Mayor, please proceed to the podium. State your name and the city in which you reside for the record. If you reside in the City of Glendale, please state the Council District you live in (if known) and begin speaking. Please limit your comments to a period of three minutes or less.

APPROVAL OF THE MINUTES OF AUGUST 25, 2015

1. [15-606](#) APPROVAL OF THE MINUTES OF AUGUST 25, 2015
Staff Contact: Pamela Hanna, City Clerk

Attachments: [Meeting Minutes of August 25, 2015](#)

PROCLAMATIONS AND AWARDS

2. [15-582](#) PROCLAIM OCTOBER 2015 AS DOMESTIC VIOLENCE AWARENESS MONTH
Staff Contact: Debora Black, Police Chief
Presented By: Office of the Mayor
Accepted By: Ms. April Burleson
Accepted By: Ms. Tracey Breeden, Public Information Officer, Glendale
Police Department

CONSENT AGENDA

Items on the consent agenda are of a routine nature or have been previously studied by the City Council. Items on the consent agenda are intended to be acted upon in one motion unless the Council wishes to hear any of the items separately.

3. [15-550](#) APPROVE SPECIAL EVENT LIQUOR LICENSE, KNIGHTS OF COLUMBUS,
PADRE SERRA COUNCIL #7114
Staff Contact: Vicki Rios, Interim Director, Finance and Technology
Attachments: [Application](#)
 [Calls for Service](#)
4. [15-551](#) APPROVE SPECIAL EVENT LIQUOR LICENSE, ST. LOUIS THE KING ROMAN
CATHOLIC PARISH
Staff Contact: Vicki Rios, Interim Director, Finance and Technology
Attachments: [Application](#)
 [Calls for Service](#)
5. [15-552](#) APPROVE LIQUOR LICENSE NO. 5-16786, SUBMARINO'S PIZZERIA
Staff Contact: Vicki Rios, Interim Director, Finance and Technology
Attachments: [Map](#)
 [Calls for Service](#)
6. [15-553](#) APPROVE LIQUOR LICENSE NO. 5-17398, DOS MAS MEXICAN GRILL
Staff Contact: Vicki Rios, Interim Director, Finance and Technology
Attachments: [Map](#)
 [Calls for Service](#)
7. [15-554](#) APPROVE LIQUOR LICENSE NO. 5-17084, EL ANTRO
Staff Contact: Vicki Rios, Interim Director, Finance and Technology
Attachments: [Map](#)
 [Calls for Service](#)
8. [15-558](#) AUTHORIZATION FOR COOPERATIVE PURCHASE OF HEAVY DUTY TRUCK
AND EQUIPMENT REPAIR WITH BALAR HOLDING CORP., DOING
BUSINESS AS BALAR EQUIPMENT

Staff Contact: Jack Friedline, Director, Public Works

Attachments: [Linking Agreement](#)

9. [15-578](#) AUTHORIZATION TO ENTER INTO A CONSTRUCTION AGREEMENT WITH D.L. WITHERS CONSTRUCTION, L.C., TO PERFORM TENANT IMPROVEMENT WORK AT THE BANK OF AMERICA PLAZA
Staff Contact: Jack Friedline, Director, Public Works

Attachments: [Construction Agreement](#)
[Bid Tabulation](#)

10. [15-573](#) AUTHORIZATION TO RENAME THE BALLFIELD AT ROSE LANE PARK "ENRIQUE BANDA, SR., FIELD"
Staff Contact: Erik Strunk, Director, Community Services

Attachments: [Rose Lane Ballfield Renaming Application Redacted](#)
[Draft Minutes June 8, 2015](#)
[9.5 Memorial Plaque Guidelines](#)

11. [15-580](#) AWARD OF CONTRACT TO COMMERCIAL CLEANING SYSTEMS FOR COMMUNITY SERVICES FACILITIES
Staff Contact: Erik Strunk, Director, Community Services

Attachments: [Agreement](#)

12. [15-559](#) AUTHORIZATION FOR COOPERATIVE PURCHASE OF HEAVY DUTY TRUCK AND EQUIPMENT REPAIR WITH CUMMINS ROCKY MOUNTAIN, LLC
Staff Contact: Jack Friedline, Director, Public Works

Attachments: [Linking Agreement](#)

13. [15-560](#) AUTHORIZATION FOR COOPERATIVE PURCHASE OF HEAVY DUTY TRUCK AND EQUIPMENT REPAIR WITH DON SANDERSON FORD, INC.
Staff Contact: Jack Friedline, Director, Public Works

Attachments: [Linking Agreement](#)

14. [15-561](#) AUTHORIZATION FOR COOPERATIVE PURCHASE OF HEAVY DUTY TRUCK AND EQUIPMENT REPAIR WITH EMPIRE SOUTHWEST, LLC
Staff Contact: Jack Friedline, Director, Public Works

Attachments: [Linking Agreement](#)

15. [15-562](#) AUTHORIZATION FOR COOPERATIVE PURCHASE OF HEAVY DUTY TRUCK AND EQUIPMENT REPAIR WITH FREIGHTLINER OF ARIZONA, LLC
Staff Contact: Jack Friedline, Director, Public Works

Attachments: [Linking Agreement](#)

16. [15-563](#) AUTHORIZATION FOR COOPERATIVE PURCHASE OF HEAVY DUTY TRUCK AND EQUIPMENT REPAIR WITH NORWOOD EQUIPMENT, INC.
Staff Contact: Jack Friedline, Director, Public Works

Attachments: [Linking Agreement](#)

17. [15-564](#) AUTHORIZATION FOR COOPERATIVE PURCHASE OF HEAVY DUTY TRUCK
AND EQUIPMENT REPAIR WITH RWC INTERNATIONAL, LTD
Staff Contact: Jack Friedline, Director, Public Works

Attachments: [Linking Agreement](#)

18. [15-565](#) AUTHORIZATION FOR COOPERATIVE PURCHASE OF HEAVY DUTY TRUCK
AND EQUIPMENT REPAIR WITH TITAN MACHINERY, INC.
Staff Contact: Jack Friedline, Director, Public Works

Attachments: [Linking Agreement](#)

19. [15-557](#) AUTHORIZATION TO ENTER INTO AMENDMENT NO. 1 TO THE
AGREEMENT WITH DIAMOND RIDGE DEVELOPMENT CORPORATION FOR
GENERAL MAINTENANCE AND REPAIR SERVICES
Staff Contact: Jack Friedline, Director, Public Works

Attachments: [Amendment No. 1](#)

PUBLIC HEARING - LAND DEVELOPMENT ACTIONS

20. [15-568](#) ANNEXATION (AN) APPLICATION AN-198 FRYE (PUBLIC HEARING
REQUIRED)
Staff Contact: Jon M. Froke, AICP, Planning Director

Attachments: [AN-198 Blank Petition Cover](#)

[AN-198](#)

[AN-198a](#)

NEW BUSINESS

21. [15-581](#) AUTHORIZATION TO ENTER INTO A REPRESENTATION AGREEMENT
WITH BEACON SPORTS CAPITAL PARTNERS, LLC, AND APPROVE THE
EXPENDITURE OF FUNDS
Staff Contact: Richard A. Bowers, Acting City Manager

Attachments: [Representation Agreement - signed](#)

REQUEST FOR FUTURE WORKSHOP AND EXECUTIVE SESSION

COUNCIL COMMENTS AND SUGGESTIONS

ADJOURNMENT

Upon a public majority vote of a quorum of the City Council, the Council may hold an executive session, which will not be open to the public, regarding any item listed on the agenda but only for the following purposes:

- (i) discussion or consideration of personnel matters (A.R.S. § 38-431.03(A)(1));
- (ii) discussion or consideration of records exempt by law from public inspection (A.R.S. § 38-431.03(A)(2));
- (iii) discussion or consultation for legal advice with the city's attorneys (A.R.S. § 38-431.03(A)(3));
- (iv) discussion or consultation with the city's attorneys regarding the city's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation, or in settlement discussions conducted in order to avoid or resolve litigation (A.R.S. § 38-431.03(A)(4));
- (v) discussion or consultation with designated representatives of the city in order to consider its position and instruct its representatives regarding negotiations with employee organizations (A.R.S. § 38-431.03(A)(5)); or
- (vi) discussing or consulting with designated representatives of the city in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property (A.R.S. § 38-431.03(A)(7)).



Legislation Description

File #: 15-606, **Version:** 1

APPROVAL OF THE MINUTES OF AUGUST 25, 2015
Staff Contact: Pamela Hanna, City Clerk

City of Glendale

*5850 West Glendale Avenue
Glendale, AZ 85301*



Meeting Minutes - Draft

Tuesday, August 25, 2015

6:00 PM

Voting Meeting

Council Chambers

City Council

Mayor Jerry Weiers

Vice Mayor Ian Hugh

Councilmember Jamie Aldama

Councilmember Samuel Chavira

Councilmember Gary Sherwood

Councilmember Lauren Tolmachoff

Councilmember Bart Turner

CALL TO ORDER

Present: 7 - Mayor Jerry Weiers, Vice Mayor Ian Hugh, Councilmember Jamie Aldama, Councilmember Samuel Chavira, Councilmember Gary Sherwood, Councilmember Lauren Tolmachoff, and Councilmember Bart Turner

Also present were Richard Bowers, Acting City Manager; Jennifer Campbell, Assistant City Manager; Tom Duensing, Interim Assistant City Manager; Michael Bailey, City Attorney; Pamela Hanna, City Clerk; and Darcie McCracken, Deputy City Clerk.

POSTING OF COLORS

The Colors were posted by KOHR, Kids of Honor and Respect.

PLEDGE OF ALLEGIANCE**PRAYER/INVOCATION**

The invocation was offered by Chaplain Raul Ochoa of the Glendale Fire Department.

CITIZEN COMMENTS

Barbara Lentz, a Sahuaro resident, spoke about their call to the city to report a watering problem at the city park at 49th Avenue and Cholla. In response, Mr. Kraus of the Parks Department contacted her husband and provided information about the problem, how long it would take to fix and what was going to be done. Mr. Kraus kept Mr. and Mrs. Lentz informed about the progress of the situation several times during the week. She wanted to thank Mr. Kraus and the Parks and Recreation employees for their prompt service and the calls they received regarding the progress of the situation.

James Deibler, a Phoenix resident, said he would like the city to raise money for autism awareness and to assist those with autism to get jobs and go to college. He would like to see Mayor Weiers work at the GCC College bookstore for a day to raise money for autism awareness and would also like to see the Coyotes raise money for autism research as well. He also said Councilmember Turner is doing a good job for the city.

APPROVAL OF THE MINUTES OF AUGUST 11, 2015

1. [15-571](#) APPROVAL OF THE MINUTES OF AUGUST 11, 2015 VOTING MEETING

Staff Contact: Pamela Hanna, City Clerk

A motion was made by Councilmember Aldama, seconded by Councilmember Chavira, that this agenda item be approved. The motion carried by the following vote:

Aye: 7 - Mayor Weiers, Vice Mayor Hugh, Councilmember Aldama, Councilmember Chavira, Councilmember Sherwood, Councilmember Tolmachoff, and Councilmember Turner

BOARDS, COMMISSIONS AND OTHER BODIES

APPROVE RECOMMENDED APPOINTMENTS TO BOARDS, COMMISSIONS AND OTHER BODIES

PRESENTED BY: Councilmember Lauren Tolmachoff

2. [15-547](#) BOARDS, COMMISSIONS & OTHER BODIES
Staff Contact: Brent Stoddard, Director, Intergovernmental Programs

Arts Commission

Thomas Cole	Barrel	
Reappointment	09/27/2015	09/27/2017
Bernadette Bolognini	Ocotillo	
Appointment	08/25/2015	08/23/2017
Carrie Richards - Chair	Mayoral	
Appointment	08/25/2015	08/23/2016
Anne Owens - Vice Chair	Barrel	
Appointment	08/25/2015	08/23/2016

Citizens Bicycle Advisory Committee

Chris Fundis	Barrel	
Appointment	08/25/2015	07/18/2017
Jeff McAfee (CTOC Rep.)	Cactus	
Appointment	08/25/2015	03/25/2017

Citizens Transportation Oversight Commission

Karen Griego	Cholla	
Appointment	08/25/2015	03/25/2016

General Plan Steering Committee

Amanda Froes	Sahuaro	
Appointment	08/25/2015	01/01/2016
Mark Burdick	Sahuaro	
Appointment	08/25/2015	01/01/2016
Alicia Rubio	Ocotillo	
Appointment	08/25/2015	01/01/2016

Parks & Recreation Advisory Commission

Hannah Burdick - Teen	Sahuaro	
Appointment	08/25/2015	05/27/2016
Lorrie Moreno	Yucca	
Appointment	08/25/2015	04/09/2017

Public Safety Personnel Retirement System/Fire

Anthony Butch - Fire Department Rep.		
Appointment	08/25/2015	07/01/2016
Tom Duensing - Interim Assistant City Mgr.		
Appointment	08/25/2015	07/01/2016

Public Safety Personnel Retirement System/Police

Tom Duensing - Interim Assistant City Mgr.
 Appointment 08/25/2015 07/01/2016

Risk Management/Worker's Compensation Trust Fund Board

Gary Deardorff - Chair Mayoral
 Appointment 08/25/2015 07/24/2016

Water Services Advisory Commission

Robin Berryhill Mayoral
 Reappointment 09/10/2015 09/10/2017
 Robert Gehl Ocotillo
 Reappointment 09/10/2015 09/10/2017
 Roger Schwierjohn Sahuaro
 Reappointment 09/10/2015 09/10/2017
 Jonathan Liebman - Chair Cholla
 Appointment 09/10/2015 09/10/2016
 Roger Schwierjohn - Vice Chair Sahuaro
 Appointment 09/10/2015 09/10/2016

A motion was made by Councilmember Tolmachoff, seconded by Vice Mayor Hugh, that this agenda item be approved. The motion carried by the following vote:

Aye: 7 - Mayor Weiers, Vice Mayor Hugh, Councilmember Aldama, Councilmember Chavira, Councilmember Sherwood, Councilmember Tolmachoff, and Councilmember Turner

PROCLAMATIONS AND AWARDS

3. [15-544](#) PROCLAIM SEPTEMBER 2015 AS NATIONAL PREPAREDNESS MONTH
 Staff Contact: Chris DeChant, Interim Fire Chief
 Accepted By: Dr. Janet Boberg, Community Emergency Response Team (C.E.R.T.) Coordinator and Jannine Wilmoth, Emergency Services Coordinator

Mayor Weiers proclaimed September 2015 as National Preparedness Month. The award was accepted by Dr. Janet Boberg, Community Emergency Response Team (C.E.R.T.) Coordinator, and Jannine Wilmoth, Emergency Services Coordinator.

Mayor Weiers said something can always happen, even if you think you are safe. He said everyone needs to look into getting a three day preparedness kit together just in case of emergency.

CONSENT AGENDA

Mr. Richard Bowers, Acting City Manager, read agenda item numbers 4 through 21.

Ms. Pamela Hanna, City Clerk, read consent agenda resolution item numbers 22 through 24 by number and title.

Councilmember Aldama requested that Item #19 be heard separately.

4. [15-526](#) APPROVE SPECIAL EVENT LIQUOR LICENSE, ASSYRIAN CHURCH OF THE EAST
Staff Contact: Vicki Rios, Interim Director, Finance and Technology
This agenda item was approved.

5. [15-527](#) APPROVE LIQUOR LICENSE NO. 5-17331, GENGHIS GRILL
Staff Contact: Vicki Rios, Interim Director, Finance and Technology
This agenda item was approved.

6. [15-548](#) AUTHORIZATION TO ENTER INTO A MULTI-YEAR LINKING AGREEMENT WITH OFFICE DEPOT, INC., FOR THE PURCHASE OF OFFICE CONSUMABLES AND EXPENDITURE OF FUNDS
Staff Contact: Vicki Rios, Interim Director, Finance and Technology
This agenda item was approved.

7. [15-549](#) AUTHORIZATION TO ENTER INTO A MULTI-YEAR LINKING AGREEMENT WITH NETWORK SERVICES COMPANY FOR THE PURCHASE OF JANITORIAL AND SANITATION SUPPLIES AND EXPENDITURE OF FUNDS
Staff Contact: Vicki Rios, Interim Director, Finance and Technology
This agenda item was approved.

8. [15-143](#) AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH CDS GLOBAL, INCORPORATED, FOR REMITTANCE PROCESSING SERVICES
Staff Contact: Vicki Rios, Interim Director, Finance and Technology
This agenda item was approved.

9. [15-510](#) AUTHORIZATION TO ENTER INTO A CONSTRUCTION AGREEMENT WITH TRI COM CORPORATION TO COMPLETE STREETScape IMPROVEMENT PROJECT FOR EAST CATLIN COURT NEIGHBORHOOD
Staff Contact: Erik Strunk, Director, Community Services
This agenda item was approved.

10. [15-546](#) POSITION RECLASSIFICATIONS
Staff Contact: Jim Brown, Director, Human Resources and Risk Management
This agenda item was approved.

11. [15-555](#) AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH CREDIT MANAGEMENT GROUP, LLC, DBA CHRISTMAS LIGHT DECORATORS, FOR INSTALLATION, MAINTENANCE AND REMOVAL

OF DOWNTOWN HOLIDAY LIGHTS

Staff Contact: Joe Hengemuehler, Interim Director, Communications

This agenda item was approved.

12. [15-514](#) AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH HDR ENGINEERING, INC., AND APPROVE THE EXPENDITURE OF FUNDS FOR ASSESSMENT OF THE BOOSTER PUMP STATIONS AND ADMINISTRATION BUILDING AT THE CHOLLA WATER TREATMENT PLANT
Staff Contact: Craig Johnson, P.E., Director, Water Services
This agenda item was approved.
13. [15-515](#) AUTHORIZATION TO ENTER INTO A CONSTRUCTION AGREEMENT WITH ACTION DIRECT LLC, DBA REDPOINT CONTRACTING, AND APPROVE THE EXPENDITURE OF FUNDS FOR SEWER LINE AND MANHOLE REHABILITATION (PHASE III)
Staff Contact: Craig Johnson, P.E., Director, Water Services
This agenda item was approved.
14. [15-516](#) AUTHORIZATION TO ENTER INTO A CONSTRUCTION AGREEMENT WITH THE FISHEL CONSTRUCTION COMPANY FOR CITYWIDE WATER METER VAULT IMPROVEMENTS
Staff Contact: Craig Johnson, P.E., Director, Water Services
This agenda item was approved.
15. [15-522](#) AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH WEBER WATER RESOURCES, LLC AND APPROVE THE EXPENDITURE OF FUNDS FOR THE REPAIR OF PUMPS AT VARIOUS WATER AND WASTEWATER FACILITIES
Staff Contact: Craig Johnson, P.E., Director, Water Services
This agenda item was approved.
16. [15-523](#) AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH LAYNE CHRISTENSEN COMPANY AND APPROVE EXPENDITURE OF FUNDS FOR PERFORMANCE EVALUATION, MAINTENANCE AND REPAIR OF PUMP AND RELATED EQUIPMENT AT VARIOUS WELL FACILITIES
Staff Contact: Craig Johnson, P.E., Director, Water Services
This agenda item was approved.
17. [15-530](#) AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH J.G. STAFFING, INC., FOR TEMPORARY STAFFING SERVICES
Staff Contact: Jack Friedline, Director, Public Works
This agenda item was approved.

18. [15-531](#) AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH STAFFING SPECIALISTS NV, LLC FOR TEMPORARY STAFFING SERVICES
Staff Contact: Jack Friedline, Director, Public Works
This agenda item was approved.
20. [15-534](#) AUTHORIZATION TO ENTER INTO A CONSTRUCTION AGREEMENT WITH DBA CONSTRUCTION, INC., FOR BUS STOP ACCESSIBILITY ENHANCEMENTS
Staff Contact: Jack Friedline, Director, Public Works
This agenda item was approved.
21. [15-535](#) AUTHORIZATION TO ENTER INTO A CONSTRUCTION MANAGER AT RISK AGREEMENT WITH FCI CONSTRUCTORS, INC., FOR CONSTRUCTION OF THE SECOND PHASE OF THE GLENDALE LANDFILL SCALE HOUSE RELOCATION PROJECT
Staff Contact: Jack Friedline, Director, Public Works
This agenda item was approved.

CONSENT RESOLUTIONS

22. [15-533](#) AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX FOR ACCEPTANCE OF FEDERAL TRANSIT ADMINISTRATION GRANT FUNDS
Staff Contact: Jack Friedline, Director, Public Works

RESOLUTION NO. 5008 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX FOR PASS-THROUGH FEDERAL TRANSIT ADMINISTRATION GRANT FUNDING FOR THE PURPOSE OF ACQUIRING LAND AND CONSTRUCTING A PARK-AND-RIDE.

This agenda item was approved.
23. [15-543](#) AUTHORIZATION TO ACCEPT THE FISCAL YEAR 2016 VICTIMS' RIGHTS PROGRAM AWARD FOR THE GLENDALE CITY PROSECUTOR'S OFFICE AND ENTER INTO AN AGREEMENT WITH THE STATE OF ARIZONA OFFICE OF THE ATTORNEY GENERAL
Staff Contact: Michael D. Bailey, City Attorney

RESOLUTION NO. 5009 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, ACCEPTING A GRANT OFFER IN THE APPROXIMATE AMOUNT OF \$10,097 FROM THE STATE OF ARIZONA, OFFICE OF THE ATTORNEY GENERAL, FOR THE VICTIMS' RIGHTS PROGRAM, ON BEHALF OF THE GLENDALE

PROSECUTOR'S OFFICE.

This agenda item was approved.

24. [15-545](#) AUTHORIZATION TO ACCEPT THE FISCAL YEAR 2016 VICTIMS' RIGHTS PROGRAM AWARD FOR THE GLENDALE POLICE DEPARTMENT AND ENTER INTO AN AGREEMENT WITH THE STATE OF ARIZONA OFFICE OF THE ATTORNEY GENERAL
Staff Contact: Debora Black, Police Chief

RESOLUTION NO. 5010 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, ACCEPTING A GRANT OFFER IN THE APPROXIMATE AMOUNT OF \$83,495 FROM THE STATE OF ARIZONA, OFFICE OF THE ATTORNEY GENERAL, FOR THE VICTIMS' RIGHTS PROGRAM, ON BEHALF OF THE GLENDALE POLICE DEPARTMENT.

This agenda item was approved.

Approval of the Consent Agenda

A motion was made by Sherwood, seconded by Chavira, to approve the recommended actions on Consent Agenda Item Numbers 4 through 18, 20, 21 and Consent Resolutions 22 through 24. The motion carried by the following vote:

Aye: 7 - Mayor Weiers, Vice Mayor Hugh, Councilmember Aldama, Councilmember Chavira, Councilmember Sherwood, Councilmember Tolmachoff, and Councilmember Turner

19. [15-532](#) AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH ENVIRONMENTAL EARTHSCAPES, INC., DBA THE GROUNDSKEEPER, FOR LANDSCAPE AND ALLEY MAINTENANCE SERVICES
Staff Contact: Jack Friedline, Director, Public Works

Mr. Friedline said this was for landscape and alley maintenance services in amount of \$392,315 per year. He said the initial contract is for two years, with annual renewals for an additional three years in an amount not to exceed \$1,361,575. This contract includes a quarterly cleanup of the city's 23 miles of alleys, which will be coordinated with the sanitation department.

Councilmember Aldama said this item has been a topic of conversation at his mobile office hours and throughout the community. He thanked staff for the alleys that have already been cleaned. He wanted everyone watching to know about this proposal.

A motion was made by Councilmember Sherwood, seconded by Councilmember Chavira, that this agenda item be approved. The motion carried by the following vote:

Aye: 7 - Mayor Weiers, Vice Mayor Hugh, Councilmember Aldama, Councilmember Chavira, Councilmember Sherwood, Councilmember Tolmachoff, and Councilmember Turner

PUBLIC HEARING - LAND DEVELOPMENT ACTIONS

25. [15-542](#) REZONING (ZON) APPLICATION ZON15-05 (ORDINANCE): 5400 NORTHERN - 5400 WEST NORTHERN AVENUE (PUBLIC HEARING REQUIRED)

Staff Contact: Jon M. Froke, AICP, Planning Director

Mr. Froke said this request is by the property owner at 5400 West Northern Avenue for a rezoning application. He provided a map for context showing where the property is located. He said there is a two story office building at that location and at the time the building was constructed, they did allow commercial office buildings in the R-4 zoning district. He explained rezoning this site from R-4 to CO commercial office will allow the office to expand and continue to operate as is. He said the property will be consistent with the General Plan. Staff recommends approval of the rezoning application, subject to one stipulation as recommended by the Planning Commission.

Mayor Weiers opened the public hearing.

There being no speakers, Mayor Weiers closed the public hearing.

ORDINANCE NO. 2950 NEW SERIES, WAS READ BY NUMBER AND TITLE ONLY, IT BEING AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, REZONING PROPERTY LOCATED AT 5400 WEST NORTHERN AVENUE FROM R-4 (MULTIPLE RESIDENCE) TO C-O (COMMERCIAL OFFICE); AMENDING THE ZONING MAP; AND PROVIDING FOR AN EFFECTIVE DATE.

A motion was made by Councilmember Turner, seconded by Councilmember Aldama, that this agenda item be approved. The motion carried by the following vote:

Aye: 7 - Mayor Weiers, Vice Mayor Hugh, Councilmember Aldama, Councilmember Chavira, Councilmember Sherwood, Councilmember Tolmachoff, and Councilmember Turner

ORDINANCES

26. [15-536](#) ABANDONMENT OF A WATER LINE EASEMENT AT DOLLAR SELF STORAGE

Staff Contact: Jack Friedline, Director, Public Works

ORDINANCE NO. 2951 NEW SERIES, WAS READ BY NUMBER AND TITLE ONLY, IT BEING AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ABANDONMENT OF A WATER LINE EASEMENT LOCATED AT 10550 NORTH 51st AVENUE AND DIRECTING THE CITY CLERK TO RECORD A CERTIFIED COPY OF THIS ORDINANCE.

Mr. Friedline said Agenda item 26 is a request for an Ordinance to abandon a water line

easement at Dollar Self Storage, located at 10550 N. 51st Avenue. The owner is requesting the city abandon an existing water line easement. He said there are no city water lines within the easement and the easement has never been used by the city, and the property is of little or no commercial or economic value. The city no longer needs any interest in this property. Staff recommends the abandonment of the existing water line easement.

A motion was made by Councilmember Chavira, seconded by Councilmember Sherwood, that this agenda item be approved. The motion carried by the following vote:

Aye: 7 - Mayor Weiers, Vice Mayor Hugh, Councilmember Aldama, Councilmember Chavira, Councilmember Sherwood, Councilmember Tolmachoff, and Councilmember Turner

27. [15-537](#)

ACCEPTANCE OF A SEWER LINE EASEMENT AT THE APARTMENTS AT ASPERA

Staff Contact: Jack Friedline, Director, Public Works

ORDINANCE NO. 2952 NEW SERIES, WAS READ BY NUMBER AND TITLE ONLY, IT BEING AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE EXECUTION OF A SEWER LINE EASEMENT LOCATED AT 7700 WEST ASPERA BOULEVARD AND DIRECTING THE CITY CLERK TO RECORD A CERTIFIED COPY OF THIS ORDINANCE.

Mr. Friedline said Agenda item 27 is a request for an Ordinance to accept a sewer line easement at The Apartments at Aspera, located at 7700 W. Aspera Blvd. A new sewer main and easement was designed to avoid the buildings and provide sewer service to the development. The new sewer main alignment allows for easier maintenance by city crews. Staff recommends accepting the new sewer line easement and there are no impacts to city staff or services.

A motion was made by Councilmember Aldama, seconded by Councilmember Chavira, that this agenda item be approved. The motion carried by the following vote:

Aye: 7 - Mayor Weiers, Vice Mayor Hugh, Councilmember Aldama, Councilmember Chavira, Councilmember Sherwood, Councilmember Tolmachoff, and Councilmember Turner

28. [15-538](#)

ACCEPTANCE OF A WATER LINE EASEMENT AT ARIZONA GENERAL HOSPITAL ER

Staff Contact: Jack Friedline, Director, Public Works

ORDINANCE NO. 2953 NEW SERIES, WAS READ BY NUMBER AND TITLE ONLY, IT BEING AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ACCEPTANCE OF A WATER LINE EASEMENT AT 5171 WEST OLIVE AVENUE AND DIRECTING THE CITY CLERK TO RECORD A CERTIFIED COPY OF THIS ORDINANCE.

Mr. Friedline said Agenda item 28 is a request for an Ordinance to accept a water line easement at Arizona General Hospital ER, located at 5171 W. Olive Avenue. The developer is granting an easement to the city to allow the city to access, maintain and repair the water. Staff recommends accepting the new water line easement and there are no impacts to city staff or services.

A motion was made by Councilmember Tolmachoff, seconded by Vice Mayor Hugh, that this agenda item be approved. The motion carried by the following vote:

Aye: 7 - Mayor Weiers, Vice Mayor Hugh, Councilmember Aldama, Councilmember Chavira, Councilmember Sherwood, Councilmember Tolmachoff, and Councilmember Turner

29. [15-539](#)

ABANDONMENT OF A PORTION OF A PUBLIC WATER LINE EASEMENT AND THE ACCEPTANCE OF A NEW WATERLINE EASEMENT AT DESERET INDUSTRIES

Staff Contact: Jack Friedline, Director, Public Works

ORDINANCE NO. 2954 NEW SERIES, WAS READ BY NUMBER AND TITLE ONLY, IT BEING AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ABANDONMENT OF A PORTION OF A WATERLINE EASEMENT AND ACCEPTANCE OF A NEW WATERLINE EASEMENT AT 6825 WEST BELL ROAD; AND DIRECTING THE CITY CLERK TO RECORD A CERTIFIED COPY OF THIS ORDINANCE.

Mr. Friedline said Agenda item 29 is a request for abandonment of a public water line easement and acceptance of a new water line easement at Deseret Industries, located at 6825 W. Bell Road. The owner is requesting the city abandon a portion of its existing public water line easement and to accept a new public water line easement. The existing water line that is within a portion of the city easement does not meet the demands and fire protection requirements for the City Code and would be removed and replaced by the owner. A new public water line is being constructed that allows for easier access and maintenance by the city. Staff recommends abandonment of a portion of a portion of the public water line easement and acceptance of the new water line easement and there are no impacts to city staff or services.

A motion was made by Councilmember Sherwood, seconded by Councilmember Chavira, that this agenda item be approved. The motion carried by the following vote:

Aye: 7 - Mayor Weiers, Vice Mayor Hugh, Councilmember Aldama, Councilmember Chavira, Councilmember Sherwood, Councilmember Tolmachoff, and Councilmember Turner

30. [15-540](#)

ABANDONMENT OF PATENT EASEMENTS AT 17201 NORTH 63RD AVENUE

Staff Contact: Jack Friedline, Director, Public Works

ORDINANCE NO. 2955 NEW SERIES, WAS READ BY NUMBER AND TITLE ONLY, IT

BEING AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ABANDONMENT OF PATENT EASEMENTS LOCATED AT 17201 NORTH 63RD AVENUE AND DIRECTING THE CITY CLERK TO RECORD A CERTIFIED COPY OF THIS ORDINANCE.

Mr. Friedline said Agenda item 30 is a request for abandonment of two federal patent easements at 17201 N. 63rd Avenue. These easements were granted in 1955 and 1958, and were never used by the city for access or utilities and are not needed for the welfare and safety of residents. The owner, Bell Office, LLC, has requested the abandonment of these easements to avoid conflicts with the new building. Staff recommends abandonment of the two federal patent easements and there are no impacts to city staff or services.

A motion was made by Councilmember Tolmachoff, seconded by Councilmember Sherwood, that this agenda item be approved. The motion carried by the following vote:

Aye: 7 - Mayor Weiers, Vice Mayor Hugh, Councilmember Aldama, Councilmember Chavira, Councilmember Sherwood, Councilmember Tolmachoff, and Councilmember Turner

31. [15-541](#)

**ACCEPTANCE OF RIGHT-OF-WAY FOR GLENDALE AVENUE
BETWEEN DYSART ROAD AND 129TH AVENUE**

Staff Contact: Jack Friedline, Director, Public Works

ORDINANCE NO. 2956 NEW SERIES, WAS READ BY NUMBER AND TITLE ONLY, IT BEING AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, ACCEPTING A 55 FOOT RIGHT-OF-WAY LOCATED ALONG GLENDALE AVENUE BETWEEN DYSART ROAD AND 129TH AVENUE; AND DIRECTING THE CITY CLERK TO RECORD THE WARRANTY DEED ACCEPTING THE DEDICATION OF SAID PUBLIC RIGHT-OF-WAY FOR ROADWAY PURPOSES AND A CERTIFIED COPY OF THIS ORDINANCE.

Mr. Friedline said Agenda item 31 is a request for an Ordinance to accept a right of way for Glendale Avenue, between Dysart Road and 129th Avenue. RP Palm Valley, LLC, the owner of Solare Ranch, on the southeast corner of Glendale Avenue and Dysart Road, has agreed to dedicate 55 feet of right of way for the south half of Glendale Avenue between Dysart Road and 129th Avenue. The south half of Glendale Avenue consists of a 33 foot wide easement as well as a 22 foot easement in records of the Maricopa County Recorder. Staff recommends accepting the right of way dedication and there are no impacts to city staff or services.

A motion was made by Councilmember Chavira, seconded by Councilmember Aldama, that this agenda item be approved. The motion carried by the following vote:

Aye: 7 - Mayor Weiers, Vice Mayor Hugh, Councilmember Aldama, Councilmember Chavira, Councilmember Sherwood, Councilmember Tolmachoff, and Councilmember Turner

32. [15-569](#)**FISCAL YEAR 2014-15 BUDGET AMENDMENTS - 4TH QUARTER**

Staff Contact: Vicki Rios, Interim Director, Finance and Technology

ORDINANCE NO. 2957 NEW SERIES, WAS READ BY NUMBER AND TITLE ONLY, IT BEING AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE TRANSFER OF APPROPRIATION AUTHORIZATION BETWEEN BUDGET ITEMS IN THE ADOPTED FISCAL YEAR 2014-2015 BUDGET.

Ms. Rios said Agenda item 32 is a request to adopt an Ordinance approving certain FY2014-15 budget amendments. She said the FY14-15 budget appropriation in total will remain unchanged with this action. She said an exhibit attached to the Ordinance shows the appropriate cash transfers which are consistent with the City Code and Resolution 4759. Ms. Rios explained there are two types of transfers listed. First, are cash transfers between construction projects where bond proceeds were in those construction projects and those remained unspent. After consulting with the city's financial advisors, it was determined those funds could be used to pay off the debt from those bonds as part of the refunding transactions that Council approved in early spring. The second type of transfers is appropriation only transfers. No cash is being transferred and this allows the airport to use cash they had to take care of unplanned repairs and maintenance out at the airport.

A motion was made by Councilmember Turner, seconded by Councilmember Chavira, that this agenda item be approved. The motion carried by the following vote:

Aye: 7 - Mayor Weiers, Vice Mayor Hugh, Councilmember Aldama, Councilmember Chavira, Councilmember Sherwood, Councilmember Tolmachoff, and Councilmember Turner

REQUEST FOR FUTURE WORKSHOP AND EXECUTIVE SESSION

A motion was made by Vice Mayor Hugh, seconded by Councilmember Chavira, to hold the next regularly scheduled City Council Workshop on Tuesday, September 1, 2015, at 1:30 p.m. in Room B-3 of the City Council Chambers, to be followed by an Executive Session pursuant to ARS 38-431.03. The motion carried by the following vote:

Aye: 7 - Mayor Weiers, Vice Mayor Hugh, Councilmember Aldama, Councilmember Chavira, Councilmember Sherwood, Councilmember Tolmachoff, and Councilmember Turner

COUNCIL COMMENTS AND SUGGESTIONS

Councilmember Aldama said his next scheduled mobile office hours will be located at Bakery by Chef Tom, 5835 W. Palmyra, from 5:00 to 6:30 pm, for a no agenda get together meeting. He asked residents to bring their concerns. He also wanted pregnant women experiencing crisis to know there is help out there. He asked for anyone in crisis turn to the Safe Haven at any police stations. He said it is intended to be a no questions asked safe place. It will provide an opportunity to get help.

Councilmember Chavira agreed with Councilmember Aldama's comments on Safe Haven.

He explained the Safe Haven law and said hospitals, fire stations and police stations are safe places to leave an infant. He said no questions will be asked.

Councilmember Sherwood said the Sahuaro District will have a neighborhood meeting on Thursday at Ironwood High School from 5:30 to 7 pm. He said there is no agenda for the meeting, but they will be discussing Valley Metro and the light rail project. He also said his biannual district meeting is going to be held on October 1, 2015. He said the overall transportation plan in Glendale, Envision 2040, and public works will be discussed.

Councilmember Turner spoke about Ms. Lentz complimenting the Parks and Recreation Department and another citizen who complimented the Airport staff for providing information about flight paths. He said he also learned of another compliment about Bulk Trash Division as well. He said the Bulk Trash crew made a point to clean up the street during a bulk trash pickup after an unusual morning monsoon storm. He wanted to make sure the citizens know what a great staff the city has and the staff to know how much they are appreciated for everything they do.

Councilmember Chavira provided a website address for anyone who wanted to know more about the state's safe haven law. He one of the city's firefighters is married to the president of Arizona Safe Haven.

Councilmember Turner invited all citizens of Glendale to the city-wide Code Enforcement meeting that will be hosted by Mayor Weiers and several Councilmembers on Wednesday, September 16th at Glendale Main Library, from 6:30 to 8pm. City staff from Code, Building Safety, and Development Services will be present to answer questions about city codes and building codes.

Mayor Weiers said last week he had the honor to go to Washington DC to accept the Freedom Award on behalf of the city. He said it is an honor to be nominated and Glendale was one of 15 cities chosen.

EXECUTIVE SESSION

The City Council moved into Executive Session at 7:06 p.m.

ADJOURNMENT

The City Council adjourned at 7:33 p.m.



Legislation Description

File #: 15-582, Version: 1

PROCLAIM OCTOBER 2015 AS DOMESTIC VIOLENCE AWARENESS MONTH

Staff Contact: Debora Black, Police Chief

Presented By: Office of the Mayor

Accepted By: Ms. April Burleson

Accepted By: Ms. Tracey Breeden, Public Information Officer, Glendale
Police Department

Purpose and Recommended Action

This is a request for City Council to proclaim October 2015 as Domestic Violence Awareness Month and present the proclamation to Ms. April Burleson, and Ms. Tracey Breeden, Public Information Officer, for the Glendale Police Department.

Background

Domestic Violence Awareness Month evolved from the first Day of Unity observed in October 1981 by the National Coalition Against Domestic Violence. The intent was to connect battered women's advocates across the nation working to end violence against women and their children. The Day of Unity soon became a special week when a range of activities were conducted at the local, state, and national levels. In October 1987, the first Domestic Violence Awareness Month was observed. That same year the first national toll-free hotline was begun. In 1989, the first Domestic Violence Awareness Month Commemorative Legislation was passed by the United States Congress.

Domestic violence is a pattern of behavior which involves physical, verbal, and emotional abuse by one persona against another in a domestic setting. It often occurs when the abuser believes that abuse is acceptable, justified, or unlikely to be reported. Domestic violence impacts everyone regardless of age, race, sex, economic or educational background, occupation, or religious beliefs. Victims may be trapped in domestic violence situations through isolation, power and control, lack of financial resources, fear, shame, or to protect children. As a result of abuse, victims may experience physical disabilities, chronic health problems, mental illness, limited finances, and lack of ability to create healthy relationships. Domestic violence is attributed to over 18.5 million mental health visits and over 8 million lost paid work days nationally each year.

The Glendale Police Department is committed to breaking the cycle of domestic violence and works to prevent domestic violence by educating the community, and providing information and resources to those in need. The Glendale Family Advocacy Center has become a safe haven for providing comprehensive and coordinated services to domestic violence victims and their families in order to help them regain stability in their lives. The Center includes facilities for forensic interviews, medical examinations, counseling, and collaboration between law enforcement and victim services personnel in a safe, comfortable and convenient

setting.

Previous Related Council Action

On September 23, 2014, Council proclaimed October 2014 as Domestic Violence Awareness Month.

Community Benefit/Public Involvement

Arizona has a homicide rate of 5.77 per million for victims of domestic violence, which is 31% higher than the national average of 3.96, and Arizona issued 29,073 Orders of Protection against domestic violence in 2014. There were 2,117 Orders of Protection filed at the Glendale City Court in 2014. Recognizing October as Domestic Violence Awareness Month provides citizens with an opportunity to increase their understanding of domestic violence and to recommit to ending domestic violence in homes, at work, in the community and throughout the country. This month also allows for the recognition and expression of gratitude to the people and agencies that support victims of domestic violence and educate the public about its prevalence.



Legislation Description

File #: 15-550, **Version:** 1

APPROVE SPECIAL EVENT LIQUOR LICENSE, KNIGHTS OF COLUMBUS, PADRE SERRA COUNCIL #7114

Staff Contact: Vicki Rios, Interim Director, Finance and Technology

Purpose and Recommended Action

This is a request for City Council to recommend approval to the Arizona Department of Liquor Licenses and Control of a special event liquor license for the Knights of Columbus, Padre Serra Council #7114, submitted by Merle J. Schmitz. The event will be held at St. Raphael's Catholic Church inside Hibner Hall located at 5525 West Acoma Road on Saturday, September 19, 2015, from 5 p.m. to 9:30 p.m. The purpose of this special event liquor license is for a fundraiser.

Background Summary

St. Raphael's Catholic Church is zoned R-4 (Multi-Family Residential) and located in the Sahuaro District. If this application is approved, the total number of days expended by this applicant will be one of the allowed 12 days per calendar year. Under the provisions of A.R.S. § 4-203.02, the Arizona Department of Liquor Licenses and Control may issue a special event liquor license only if the Council recommends approval of such license.

The City of Glendale Development Services, Police, and Fire Departments have reviewed the application and determined that it meets all technical requirements.

Arizona Department of Liquor Licenses and Control
800 W. Washington 5th Floor
Phoenix AZ 85007-2934
www.azliquor.gov
(602) 542-5141

FOR DLLC USE ONLY
Event date(s): _____
Event time start/end: _____

APPLICATION FOR SPECIAL EVENT LICENSE
Fee= \$25.00 per day for 1-10 days (consecutive)
A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. §44-6852)

IMPORTANT INFORMATION: This document must be fully completed or it will be returned.

The Department of Liquor Licenses and Control must receive this application ten (10) business days prior to the event. If the special event will be held at a location without a permanent liquor license or if the event will be on any portion of a location that is not covered by the existing liquor license, this application must be approved by the local government before submission to the Department of Liquor Licenses and Control (see Section 15).

SECTION 1 Name of Organization: Knights of COLUMBUS 7114

SECTION 2 Non-Profit/IRS Tax Exempt Number: [REDACTED]

SECTION 3 The organization is a: (check one box only)

- Charitable (501.C) Fraternal (must have regular membership and have been in existence for over five (5) years)
 Religious Civic (Rotary, College Scholarship) Political Party, Ballot Measure or Campaign Committee

SECTION 4 Will this event be held on a currently licensed premise and within the already approved premises?
 Yes No

Name of Business _____ License Number _____ Phone (include Area Code) _____

SECTION 5 How is this special event going to conduct all dispensing, serving, and selling of spirituous liquors? Please read R-19-318 for explanation (look in special event planning guide) and check one of the following boxes.

- Place license in non-use
 Dispense and serve all spirituous liquors under retailer's license
 Dispense and serve all spirituous liquors under special event
 Split premise between special event and retail location

(If not using retail license, submit a letter of agreement from the agent/owner of the licensed premise to suspend the license during the event. If the special event is only using a portion of premise, agent/owner will need to suspend that portion of the premise.)

SECTION 6 What is the purpose of this event? On-site consumption Off-site (auction) Both

SECTION 7 Location of the Event: ST. RAPHAEL'S CATHOLIC CHURCH HEBNER HALL
Address of Location: 5325 W. ACOMA, GLENDALE, MARICOPA AZ. 85306
Street City County/State Zip

SECTION 8 Will this be stacked with a wine festival/craft distiller festival? Yes No

SECTION 9 Applicant must be a member of the qualifying organization and authorized by an Officer, Director or Chairperson of the Organization named in Section 1. (Authorizing signature is required in Section 13.)

1. Applicant: SCHMITZ, MERLE J. _____
Last First Middle Date of Birth

2. Applicant's mailing address: _____
Street City State Zip

3. Applicant's home/cell phone: _____ Applicant's business phone: 602-365-3604

4. Applicant's email address: _____

SECTION 10

1. Has the applicant been convicted of a felony, or had a liquor license revoked within the last five (5) years?

Yes No (If yes, attach explanation.)

2. How many special event licenses have been issued to this location this year? 1

(The number cannot exceed 12 events per year; exceptions under A.R.S. §4-203.02(D).)

3. Is the organization using the services of a promoter or other person to manage the event? Yes No

(If yes, attach a copy of the agreement.)

4. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds. The organization applying must receive 25% of the gross revenues of the special event liquor sales. Attach an additional page if necessary.

Name PADRE SERA COUNCIL 7114 Percentage 100%
 Address 5525 W. Acoma Glendale AZ 85306
Street City State Zip

Name _____ Percentage _____
 Address _____
Street City State Zip

5. Please read A.R.S. §4-203.02 Special event license; rules and R19-1-205 Requirements for a Special Event License.

Note: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.

"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT UNLESS THEY ARE IN AUCTION SEALED CONTAINERS OR THE SPECIAL EVENT LICENSE IS STACKED WITH WINE /CRAFT DISTILLERY FESTIVAL LICENSE"

6. What type of security and control measures will you take to prevent violations of liquor laws at this event?

(List type and number of police/security personnel and type of fencing or control barriers, if applicable.)

_____ Number of Police _____ Number of Security Personnel Fencing Barriers

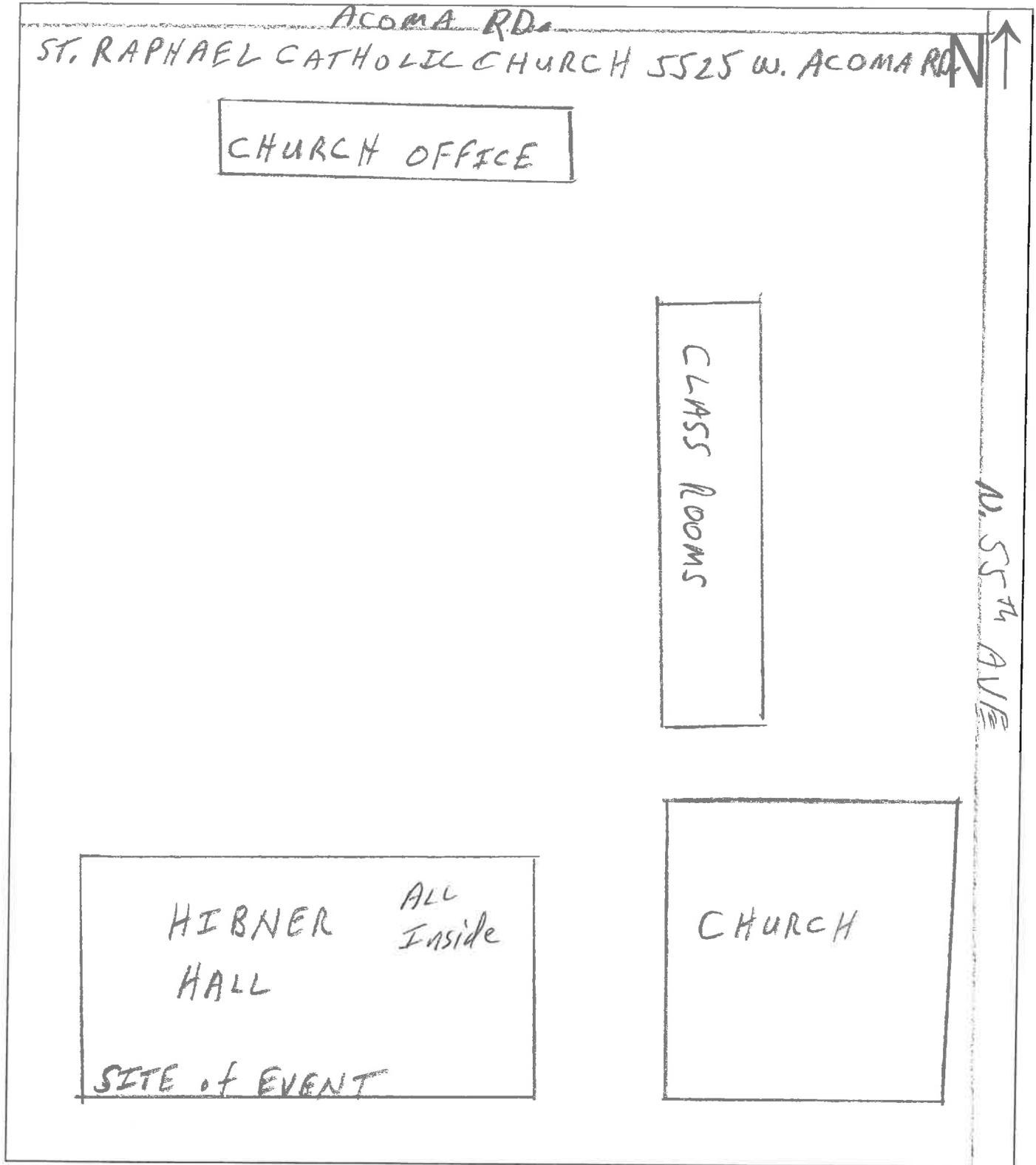
Explanation: Knights of COLUMBUS member will be posted at The door

SECTION 11 Date(s) and Hours of Event. May not exceed 10 consecutive days.

See A.R.S. §4-244(15) and (17) for legal hours of service.

	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	<u>19 Sept. 2015</u>	<u>SAT.</u>	<u>5 P.M.</u>	<u>9:30 P.M.</u>
DAY 2:	_____	_____	_____	_____
DAY 3:	_____	_____	_____	_____
DAY 4:	_____	_____	_____	_____
DAY 5:	_____	_____	_____	_____
DAY 6:	_____	_____	_____	_____
DAY 7:	_____	_____	_____	_____
DAY 8:	_____	_____	_____	_____
DAY 9:	_____	_____	_____	_____
DAY 10:	_____	_____	_____	_____

SECTION 12 License premises diagram. The licensed premises for your special event is the area in which you are authorized to sell, dispense or serve alcoholic beverages under the provisions of your license. The following space is to be used to prepare a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades, or other control measures and security position.



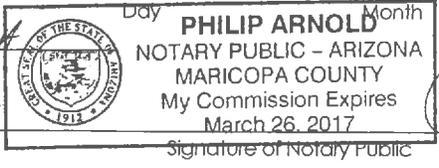
SECTION 13 This section is to be completed only by an Officer, Director or Chairperson of the organization named in Section 1.

I, MERLE J. SCHMITZ declare that I am an OFFICER, DIRECTOR, or CHAIRPERSON
(Print full name)
appointing the applicant listed in Section 9, to apply on behalf of the foregoing organization for a Special Event
Liquor License.

x Merle J. Schmitz Chairperson 28 July 2015 602-689-1064
(Signature) Title/ Position Date Phone #

The foregoing instrument was acknowledged before me this 28th July 2015
Day Month Year
State Arizona County of Maricopa

My Commission Expires on: 3/26/2017
Date



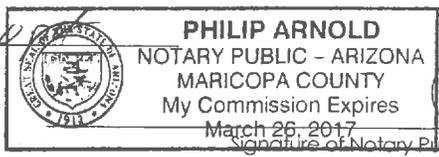
SECTION 14 This section is to be completed only by the applicant named in Section 9.

I, MERLE J. SCHMITZ declare that I am the APPLICANT filing this application as
(Print full name)
listed in Section 9. I have read the application and the contents and all statements are true, correct and
complete.

x Merle J. Schmitz Chairperson 28 July 2015 602-689-1064
(Signature) Title/ Position Date Phone #

The foregoing instrument was acknowledged before me this 28th July 2015
Day Month Year

State Arizona County of Maricopa
My Commission Expires on: 3/26/2017
Date



The local governing body may require additional applications to be completed and submitted. Please check with local government as to how far in advance they require these applications to be submitted. Additional licensing fees may also be required before approval may be granted. For more information, please contact your local jurisdiction: http://www.azliquor.gov/assets/documents/homepage_docs/spec_event_links.pdf.

SECTION 15 Local Governing Body Approval Section

I, _____ recommend APPROVAL DISAPPROVAL
(government official) (Title)

on behalf of _____, _____, _____
(City, Town, County) Signature Date Phone

FOR DEPARTMENT OF LIQUOR LICENSES AND CONTROL USE ONLY

APPROVAL DISAPPROVAL BY: _____ DATE: _____

15-143

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: 08-04-15

License Type: **Series 15 Special Event (Temporary License)**

Definition: Allows a charitable, civic, fraternal, political or religious organization to sell and serve spirituous liquor for consumption only on the premises where the spirituous liquor is sold, and only for the period authorized on the license. This is a temporary license.

Application Type: **New License**

Definition: New License

Business Name: **Knights of Columbus (Padre Serra Council #7114)**

Business Address: **5525 W. Acoma Rd.**

Applicant/s Information

Name: **Schmitz, Merle J.**

Name:

Name:

Name:

Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 8/4/2014	Other Suites	New ownership call history beginning:
Liquor Related			
Vice Related			
Drug Related			
Fights / Assaults			
Robberies			
Burglary / Theft			
911 calls			
Trespassing			
Accidents			
Fraud / Forgery			
Threats			
Criminal damage			
Other non-criminal*			
Other criminal			
Total calls for service	0	N/A	N/A

* Other non-criminal includes calls such as suspicious persons, juveniles disturbing and other information only reports that required Police response or phone call.

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Applicant Background Synopsis:

None of the listed applicant(s) have any known felony convictions within the past five years or any other known criminal history that would lead to police department recommendation for denial.

All proceeds from this Special Event go to the Knights of Columbus, Padre Serra Council #7114.

Event is scheduled for 09-19-15 (Sat).

Current License Holder:

N/A

Location History:

No significant Calls for Service history at this location.

Special Concerns:

None found.

Background investigation complete:

Police Department recommendation has No Cause for Denial.

		Date
Investigating Officer – M. Ervin	<u>M. ERVIN</u>	<u>8-4-15</u>
CID Lieutenant or Commander	_____	_____
Deputy City Attorney	_____	_____
Chief of Police or designee	<u>[Signature]</u>	<u>8-5-15</u>



Legislation Description

File #: 15-551, **Version:** 1

APPROVE SPECIAL EVENT LIQUOR LICENSE, ST. LOUIS THE KING ROMAN CATHOLIC PARISH

Staff Contact: Vicki Rios, Interim Director, Finance and Technology

Purpose and Recommended Action

This is a request for City Council to recommend approval to the Arizona Department of Liquor Licenses and Control of a special event liquor license for St. Louis the King Roman Catholic Parish, submitted by Miguel Angel Munoz. The event will be held at St. Louis the King Church located at 4331 West Maryland Avenue on Friday, October 2, from 5 p.m. to 11 p.m., Saturday, October 3, from 11 a.m. to 11 p.m. and Sunday, October 4, 2015 from 11 a.m. to 10 p.m. The purpose of this special event liquor license is for fundraising at their Annual Fall Festival.

Background Summary

St. Louis the King Church is zoned R1-6 (Single-Family Residential) and located in the Cactus District. If this application is approved, the total number of days expended by this applicant will be three of the allowed 12 days per calendar year. Under the provisions of A.R.S. § 4-203.02, the Arizona Department of Liquor Licenses and Control may issue a special event liquor license only if the Council recommends approval of such license.

The City of Glendale Development Services, Police, and Fire Departments have reviewed the application and determined that it meets all technical requirements.

Arizona Department of Liquor Licenses and Control
800 W Washington, 5th Floor
Phoenix AZ 85007-2934
www.azliquor.gov
(602) 542-5141

FOR DLLC USE ONLY

Event date(s):

Event time start/end:

APPLICATION FOR SPECIAL EVENT LICENSE

Fee = \$25.00 per day for 1-10 days (consecutive)
A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. §44-6852)

IMPORTANT INFORMATION: This document must be fully completed or it will be returned.

The Department of Liquor Licenses and Control must receive this application ten (10) business days prior to the event. If the special event will be held at a location without a permanent liquor license or if the event will be on any portion of a location that is not covered by the existing liquor license, this application must be approved by the local government before submission to the Department of Liquor Licenses and Control (see Section 15).

SECTION 1 Name of Organization: ST LOUIS THE KING ROMAN CATHOLIC PARISH

SECTION 2 Non-Profit/IRS Tax Exempt Number: [REDACTED]

SECTION 3 The organization is a: (check one box only)

- Charitable (501.C) Fraternal (must have regular membership and have been in existence for over five (5) years)
 Religious Civic (Rotary, College Scholarship) Political Party, Ballot Measure or Campaign Committee

SECTION 4 Will this event be held on a currently licensed premise and within the already approved premises?
 Yes No

Name of Business

License Number

Phone (include Area Code)

SECTION 5 How is this special event going to conduct all dispensing, serving, and selling of spirituous liquors? Please read R-19-318 for explanation (look in special event planning guide) and check one of the following boxes.

- Place license in non-use
 Dispense and serve all spirituous liquors under retailer's license
 Dispense and serve all spirituous liquors under special event
 Split premise between special event and retail location

(If not using retail license, submit a letter of agreement from the agent/owner of the licensed premise to suspend the license during the event. If the special event is only using a portion of premise, agent/owner will need to suspend that portion of the premise.)

SECTION 6 What is the purpose of this event? On-site consumption Off-site (auction) Both

SECTION 7 Location of the Event: 4331 W Maryland Ave - St. Louis the King
Address of Location: 4331 W Maryland Ave Glendale, AZ 85301
Street City County/State Zip

SECTION 8 Will this be stacked with a wine festival/craft distiller festival? Yes No

SECTION 9 Applicant must be a member of the qualifying organization and authorized by an Officer, Director or Chairperson of the Organization named in Section 1. (Authorizing signature is required in Section 13.)

1. Applicant: Muñoz Miguel Angel [REDACTED]
Last First Middle Date of Birth

2. Applicant's mailing address: [REDACTED]
Street City State Zip

3. Applicant's home/cell phone: [REDACTED] Applicant's business phone: () Same

4. Applicant's email address: [REDACTED]

SECTION 10

1. Has the applicant been convicted of a felony, or had a liquor license revoked within the last five (5) years?
 Yes No (If yes, attach explanation.)

2. How many special event licenses have been issued to this location this year? NONE
 (The number cannot exceed 12 events per year; exceptions under A.R.S. §4-203.02(D).)

3. Is the organization using the services of a promoter or other person to manage the event? Yes No
 (If yes, attach a copy of the agreement.)

4. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds. The organization applying must receive 25% of the gross revenues of the special event liquor sales. Attach an additional page if necessary.

Name ST LOUIS THE KING Percentage 100%
 Address 4331 W. MARYLAND GIENDALE ARIZONA 85301
Street City State Zip

Name _____ Percentage _____
 Address _____
Street City State Zip

5. Please read A.R.S. §4-203.02 Special event license; rules and R19-1-205 Requirements for a Special Event License.

Note: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.

"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT UNLESS THEY ARE IN AUCTION SEALED CONTAINERS OR THE SPECIAL EVENT LICENSE IS STACKED WITH WINE /CRAFT DISTILLERY FESTIVAL LICENSE"

6. What type of security and control measures will you take to prevent violations of liquor laws at this event?
 (List type and number of police/security personnel and type of fencing or control barriers, if applicable.)

_____ Number of Police _____ Number of Security Personnel Fencing Barriers

Explanation: _____

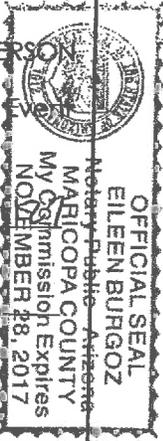
SECTION 11 Date(s) and Hours of Event. May not exceed 10 consecutive days.
 See A.R.S. §4-244(15) and (17) for legal hours of service.

	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	<u>Oct. 2</u>	<u>Friday</u>	<u>5:00 P.M.</u>	<u>11:00 P.M.</u>
DAY 2:	<u>Oct. 3</u>	<u>saturday</u>	<u>11:00 A.M.</u>	<u>11:00 P.M.</u>
DAY 3:	<u>Oct. 4</u>	<u>sunday</u>	<u>11:00 A.M.</u>	<u>10:00 P.M.</u>
DAY 4:	_____	_____	_____	_____
DAY 5:	_____	_____	_____	_____
DAY 6:	_____	_____	_____	_____
DAY 7:	_____	_____	_____	_____
DAY 8:	_____	_____	_____	_____
DAY 9:	_____	_____	_____	_____
DAY 10:	_____	_____	_____	_____

SECTION 13 This section is to be completed only by an Officer, Director or Chairperson of the organization named in Section 1.

I, JOSEPH BUI declare that I am an OFFICER, DIRECTOR, or CHAIRPERSON
(Print full name)

appointing the applicant listed in Section 9, to apply on behalf of the foregoing organization for a Special Event
 Liquor License.
 Rev. Joseph Bui PASTOR 7/20/2015 623 930
(Signature) Title/Position Date Phone #



The foregoing instrument was acknowledged before me this 20th July 2015
Day Month Year

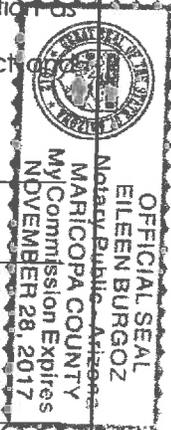
State ARIZONA County of MARICOPA

My Commission Expires on: 11/28/2017 Eileen Burgoz
Date Signature of Notary Public

SECTION 14 This section is to be completed only by the applicant named in Section 9.

I, Miguel Angel Muñoz declare that I am the APPLICANT filing this application as
(Print full name)
 listed in Section 9. I have read the application and the contents and all statements are true, correct and
 complete.

Miguel A Muñoz 7/20/15
(Signature) Title/Position Date Phone #



The foregoing instrument was acknowledged before me this 20th JULY 2015
Day Month Year

State ARIZONA County of MARICOPA

My Commission Expires on: 11/28/2017 Eileen Burgoz
Date Signature of Notary Public

The local governing body may require additional applications to be completed and submitted. Please check with local government as to how far in advance they require these applications to be submitted. Additional licensing fees may also be required before approval may be granted. For more information, please contact your local jurisdiction: http://www.azliquor.gov/assets/documents/homepage_docs/spec_event_links.pdf.

SECTION 15 Local Governing Body Approval Section

I, _____ recommend APPROVAL DISAPPROVAL
(government official) (Title)

on behalf of _____
(City, Town, County) Signature Date Phone

FOR DEPARTMENT OF LIQUOR LICENSES AND CONTROL USE ONLY

APPROVAL DISAPPROVAL BY: _____ DATE: _____

15-135

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: 07-22-15

License Type: **Series 15 Special Event (Temporary License)**

Definition: Allows a charitable, civic, fraternal, political or religious organization to sell and serve spirituous liquor for consumption only on the premises where the spirituous liquor is sold, and only for the period authorized on the license. This is a temporary license.

Application Type: **New License**

Definition: New License

Business Name: **St. Louis the King Church**

Business Address: **4331 W. Maryland Ave**

Applicant/s Information

Name: **Muñoz, Miguel Angel**

Name:

Name:

Name:

Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 7/22/2014	Other Suites	New ownership call history beginning:
Liquor Related			
Vice Related			
Drug Related			
Fights / Assaults			
Robberies			
Burglary / Theft	3		
911 calls			
Trespassing	1		
Accidents			
Fraud / Forgery			
Threats	1		
Criminal damage			
Other non-criminal*	5		
Other criminal			
Total calls for service	10	N/A	N/A

* Other non-criminal includes calls such as suspicious persons, juveniles disturbing and other information only reports that required Police response or phone call.

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Applicant Background Synopsis:

All proceeds from this event go to the St. Louis the King Church.

Event is scheduled for 10-02-15 (Fri) 10-03-15 (Sat) 10-04-15 (Sun) (Parish Festival).

None of the listed applicant(s) have any known felony convictions within the past five years or any other known criminal history that would lead to police department recommendation for denial.

Current License Holder:

N/A

Location History:

No significant Calls for Service history at this location.

Special Concerns:

None found

Background investigation complete:

Police Department recommendation has No Cause for Denial.

		Date
Investigating Officer – M. Ervin	<u>M. ERVIN</u>	<u>7-23-15</u>
CID Lieutenant or Commander	_____	_____
Deputy City Attorney	_____	_____
Chief of Police or designee	<u>AC Matt Lively 5.22</u>	<u>7-23-15</u>



Legislation Description

File #: 15-552, **Version:** 1

APPROVE LIQUOR LICENSE NO. 5-16786, SUBMARINO'S PIZZERIA

Staff Contact: Vicki Rios, Interim Director, Finance and Technology

Purpose and Recommended Action

This is a request for City Council to recommend approval to the Arizona Department of Liquor Licenses and Control of a new, non-transferable series 12 (Restaurant) license for Submarino's Pizzeria located at 7910 North 43rd Avenue, Suite 6. The Arizona Department of Liquor Licenses and Control application (No. 1207A329) was submitted by Marc David Olsen.

Background Summary

The location of the establishment is in the Cactus District. The property is zoned C-2 (General Commercial). The population density within a one-mile radius is 21,048. This series 12 is a new license to this location, therefore, the approval of this license will increase the number of liquor licenses in the area by one. The current number of liquor licenses within a one-mile radius is as listed below.

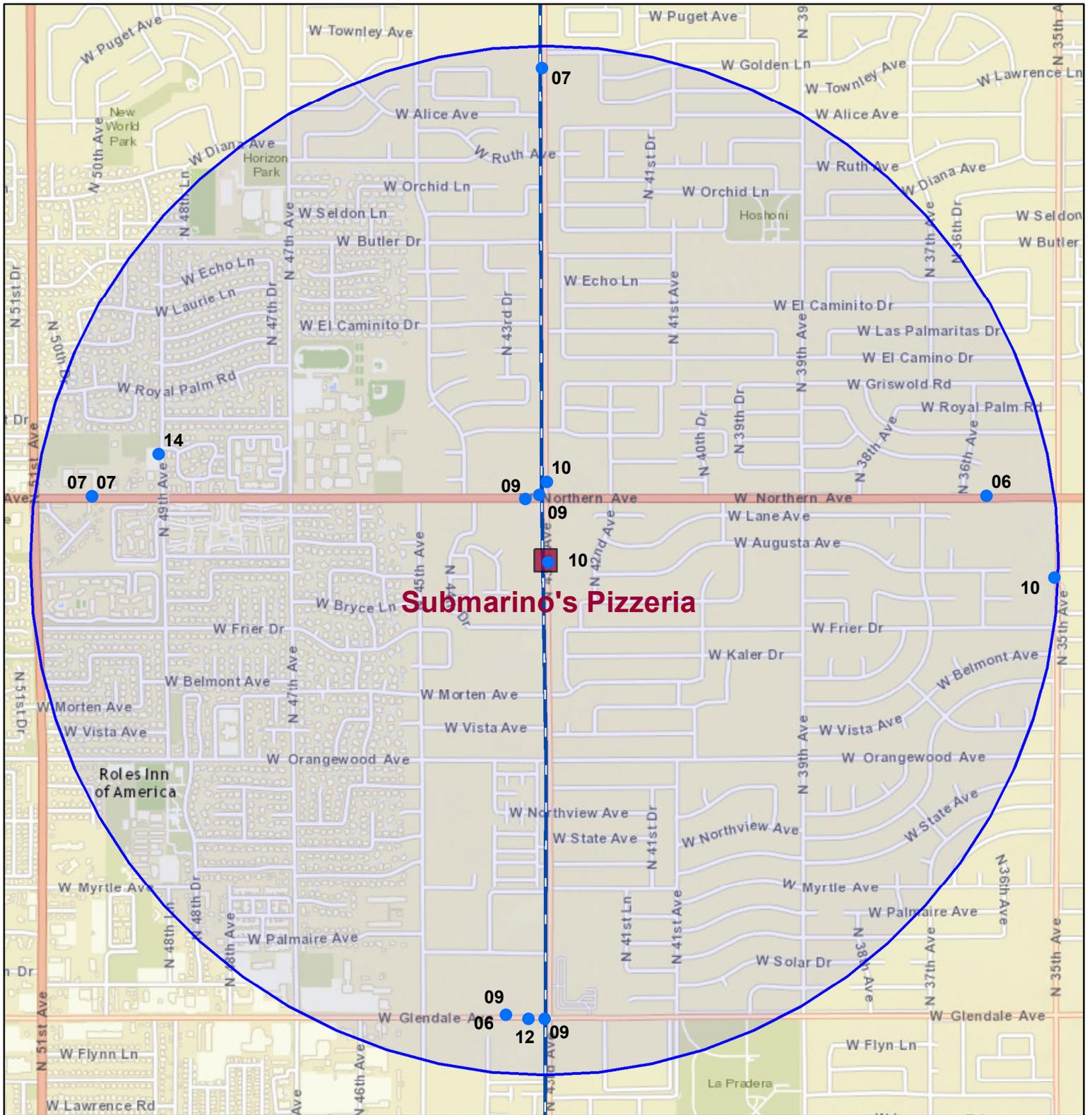
Series	Type	Quantity
06	Bar - All Liquor	2
07	Bar - Beer and Wine	3
09	Liquor Store - All Liquor	4
10	Liquor Store - Beer and Wine	3
12	Restaurant	1
14	Private Club	<u>1</u>
	Total	14

Pursuant to A.R.S. § 4-203(A), when considering this new, non-transferable series 12 license, Council may take into consideration the location, as well as the applicant's capability, qualifications, and reliability.

The City of Glendale Development Services, Police, and Fire Departments have reviewed the application and determined that it meets all technical requirements.

Community Benefit/Public Involvement

No public protests were received during the 20-day posting period, July 29 thru August 18, 2015.



BUSINESS NAME: Submarino's Pizzeria

LOCATION: 7910 N. 43rd Avenue, Suite 6

APPLICANT: Marc David Olsen

ZONING: C-2

APPLICATION NO: 5-16786

**SALES TAX AND LICENSE DIVISION
CITY OF GLENDALE, AZ**



15-140

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: 08-04-15

License Type: **Series 12 Restaurant**

Definition: Allows the holder of a restaurant license to sell and serve spirituous liquor solely for consumption on the premises of an establishment which derives at least forty percent (40%) of its gross revenue from the sale of food.

Application Type: **New License**

Definition: New license

Business Name: **Submarino's Pizzeria**

Business Address: **7910 N. 43rd Ave., Ste #6**

Applicant/s Information

Name: **Olsen, Marc David**

Name: **Olsen, Eric Michael**

Name:

Name:

Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 8/4/2010	Other Suites	New ownership call history beginning: 7/21/2015
Liquor Related			
Vice Related			
Drug Related			
Fights / Assaults	1		
Robberies		2	
Burglary / Theft	7	7	
911 calls	2	3	
Trespassing	5	2	
Accidents			
Fraud / Forgery			
Threats	1		
Criminal damage	5	2	
Other non-criminal*	9	8	
Total calls for service	30	24	0

* Other non-criminal includes calls such as suspicious persons, juveniles disturbing and other information only reports that required Police response or phone call.

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Applicant Background Synopsis:

None of the listed applicant(s) have any known felony convictions within the past five years or any other known criminal history that would lead to police department recommendation for denial.

Current License Holder:

New License

Location History:

No significant Calls for Service history at this location.

Special Concerns:

None found

Background investigation complete:

Police Department recommendation has No Cause for Denial.

		Date
Investigating Officer – M. Ervin	<u>M. ERVIN</u>	<u>8-4-15</u>
CID Lieutenant or Commander	<u></u>	<u></u>
Deputy City Attorney	<u></u>	<u></u>
Chief of Police or designee	<u>[Signature]</u>	<u>8-5-15</u>



Legislation Description

File #: 15-553, Version: 1

APPROVE LIQUOR LICENSE NO. 5-17398, DOS MAS MEXICAN GRILL

Staff Contact: Vicki Rios, Interim Director, Finance and Technology

Purpose and Recommended Action

This is a request for City Council to recommend approval to the Arizona Department of Liquor Licenses and Control of a new, non-transferable series 12 (Restaurant) license for Dos Mas Mexican Grill located at 8110 West Union Hills Drive, Building 3, Suite 350. The Arizona Department of Liquor Licenses and Control application (No. 1207A326) was submitted by James Edward Aurelio.

Background Summary

The location of the establishment is in the Cholla District. The property is zoned C-2 (General Commercial). The population density within a one-mile radius is 12,213. Dos Mas Mexican Grill is currently operating with an interim permit, therefore, the approval of this license will not increase the number of liquor licenses in the area. The current number of liquor licenses within a one-mile radius is as listed below.

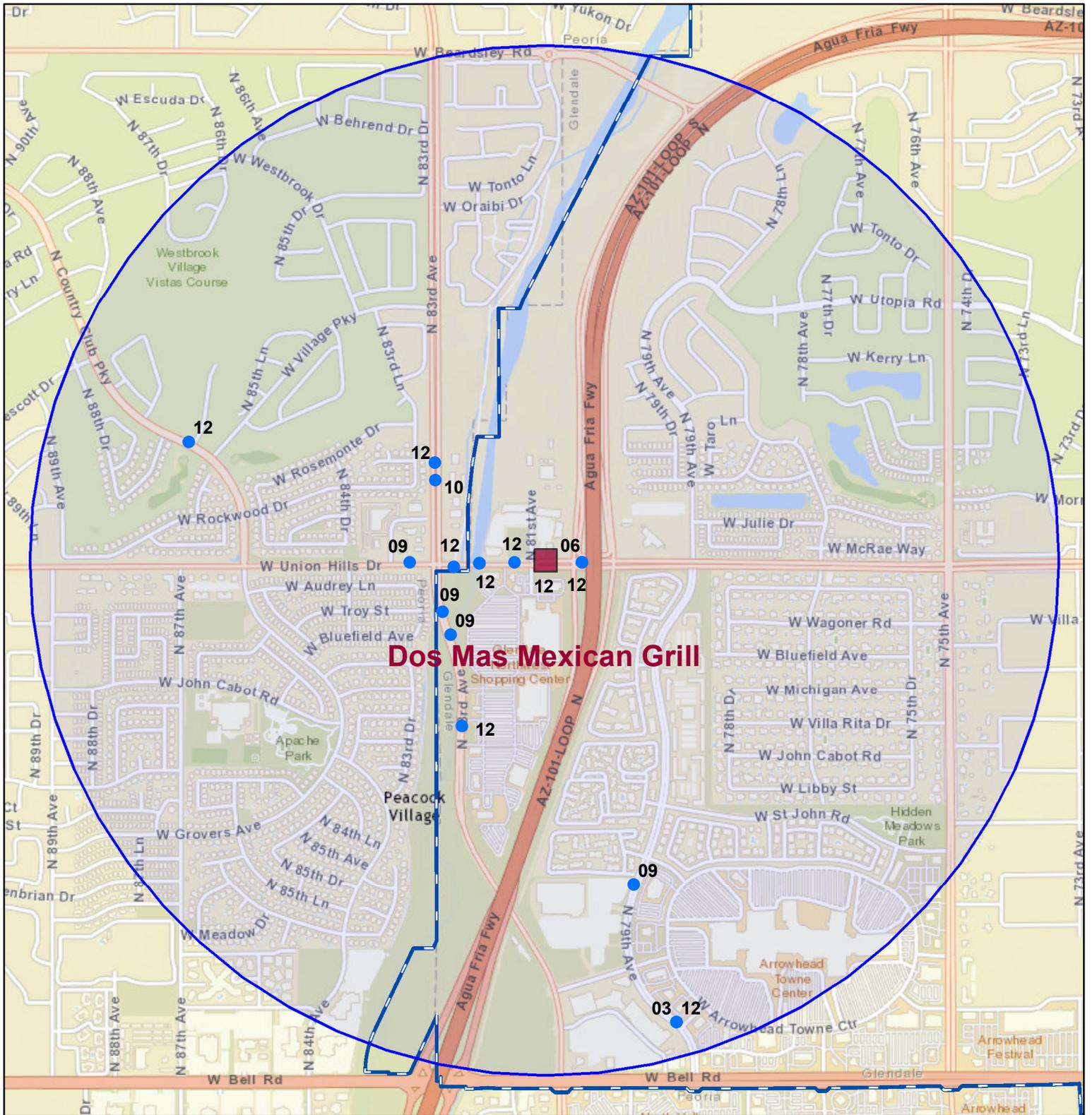
Series	Type	Quantity
03	Domestic Microbrewery	1
06	Bar - All Liquor	1
09	Liquor Store - All Liquor	4
10	Liquor Store - Beer and Wine	1
12	Restaurant	<u>9</u>
	Total	16

Pursuant to A.R.S. § 4-203(A), when considering this new, non-transferable series 12 license, Council may take into consideration the applicant's capability, qualifications, and reliability.

The City of Glendale Development Services, Police, and Fire Departments have reviewed the application and determined that it meets all technical requirements.

Community Benefit/Public Involvement

No public protests were received during the 20-day posting period, July 21 thru August 10, 2015.



BUSINESS NAME: Dos Mas Mexican Grill

LOCATION: 8110 W. Union Hills Drive, Suite 3-350

APPLICANT: James Edward Aurelio

ZONING: C-2

APPLICATION NO: 5-17398

**SALES TAX AND LICENSE DIVISION
CITY OF GLENDALE, AZ**



15-136

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: 07-28-15

License Type: **Series 12 Restaurant**

Definition: Allows the holder of a restaurant license to sell and serve spirituous liquor solely for consumption on the premises of an establishment which derives at least forty percent (40%) of its gross revenue from the sale of food.

Application Type: **New License**

Definition: New license

Business Name: **Dos Mas Mexican Grill**

Business Address: **8110 W. Union Hills Dr., Bldg 3 Ste 350**

Applicant/s Information

Name: **Aurelio, James Edward**

Name: **Miller, Robert Douglas**

Name:

Name:

Background investigation of applicant/s completed.

Calls for Service History:

	Call history for location beginning: 7/22/2010	Other Suites	New ownership call history beginning:
Liquor Related	1	6	
Vice Related			
Drug Related			
Fights / Assaults	2	10	
Robberies			
Burglary / Theft	1	27	
911 calls			
Trespassing		8	
Accidents		9	
Fraud / Forgery		6	
Threats	1		
Criminal damage		7	
Other non-criminal*	9	27	
Other criminal	1	14	
Total calls for service	15	114	N/A

* Other non-criminal includes calls such as suspicious persons, juveniles disturbing and other information only reports that required Police response or phone call.

GLENDALE POLICE DEPARTMENT
Liquor Application Worksheet

Applicant Background Synopsis:

None of the listed applicant(s) have any known felony convictions within the past five years or any other known criminal history that would lead to police department recommendation for denial.

Current License Holder:

Jennifer Owens (Agent)
Fat Cat Management LLC (Owner)

There are no known concerns with the current license holder.

Location History:

No significant Calls for Service history at this location.

Special Concerns:

None found

Background investigation complete:

Police Department recommendation has No Cause for Denial.

		Date
Investigating Officer – M. Ervin	<u>M. ERVIN</u>	<u>7-31-15</u>
CID Lieutenant or Commander	_____	_____
Deputy City Attorney	_____	_____
Chief of Police or designee	<u>[Signature]</u>	<u>7-3-15</u>



Legislation Description

File #: 15-554, **Version:** 1

APPROVE LIQUOR LICENSE NO. 5-17084, EL ANTRO

Staff Contact: Vicki Rios, Interim Director, Finance and Technology

Purpose and Recommended Action

This is a request for City Council to recommend approval to the Arizona Department of Liquor Licenses and Control of a person-to-person transferable series 6 (Bar - All Liquor) license for El Antro located at 4346 West Glendale Avenue. The Arizona Department of Liquor Licenses and Control application (No. 06070255) was submitted by Theresa June Morse.

Background Summary

The location of the establishment is in the Cactus District and is over 300 feet from any church or school. The property is zoned C-3 (Heavy Commercial). The population density within a one-mile radius is 22,984. El Antro is currently operating with an interim permit, therefore, the approval of this license will not increase the number of liquor licenses in the area. The current number of liquor licenses within a one-mile radius is as listed below.

Series	Type	Quantity
06	Bar - All Liquor	3
07	Bar - Beer and Wine	1
09	Liquor Store - All Liquor	4
10	Liquor Store - Beer and Wine	8
12	Restaurant	<u>3</u>
	Total	19

Pursuant to A.R.S. § 4-203(A), when considering this person-to-person transferable series 6 license, Council may take into consideration the applicant's capability, qualifications, and reliability.

The City of Glendale Development Services, Police, and Fire Departments have reviewed the application and determined that it meets all technical requirements.

Community Benefit/Public Involvement

No public protests were received during the 20-day posting period, July 21 thru August 10, 2015.

15-137

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: 07-29-15

License Type: **Series 6 Bar (All Spiritous Liquor)**

Definition: Allows for the sale of all types of liquor, on-premise consumption and allows the bar to sell packaged goods to go. Delivery service is allowed.

Application Type: **Person-to-Person Transfer**

Definition: The application process for conveying the ownership of a license from one person to another, within the same county.

Business Name: **El Antro**

Business Address: **4346 W. Glendale Ave**

Applicant/s Information

Name: **Morse, Teresa June (Agent)**

Name: **Vega, Abelardo**

Name: **Plentywounds, Christopher Alexander**

Name: **Chavira-Aragon, Francisco Javier**

Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 7/29/2010	Other Suites	New ownership call history beginning:
Liquor Related	2		
Vice Related			
Drug Related			
Fights / Assaults	4		
Robberies			
Burglary / Theft	7		
911 calls			
Trespassing	6		
Accidents	1		
Fraud / Forgery			
Threats			
Criminal damage	3		
Other non-criminal*	7		
Total calls for service	30	N/A	N/A

* Other non-criminal includes calls such as suspicious persons, juveniles disturbing and other information only reports that required Police response or phone call.

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Applicant Background Synopsis:

None of the listed applicant(s) have any known felony convictions within the past five years or any other known criminal history that would lead to police department recommendation for denial.

Current License Holder:

Derek V. Ponce (Agent)
Parral Promotion LLC (Owner)

There are no known concerns with the current license holder.

Location History:

No significant Calls for Service history at this location.

Special Concerns:

None found

Background investigation complete:

Police Department recommendation has No Cause for Denial.

		Date
Investigating Officer – M. Ervin	<u>M. ERVIN</u>	<u>7-31-15</u>
CID Lieutenant or Commander	_____	_____
Deputy City Attorney	_____	_____
Chief of Police or designee	<u>R. S. [Signature]</u>	<u>9-3-15</u>



Legislation Description

File #: 15-558, Version: 1

AUTHORIZATION FOR COOPERATIVE PURCHASE OF HEAVY DUTY TRUCK AND EQUIPMENT REPAIR WITH BALAR HOLDING CORP., DOING BUSINESS AS BALAR EQUIPMENT

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for City Council to authorize the Acting City Manager to enter into a linking agreement with Balar Holding Corp., doing business as Balar Equipment (Balar), for the repair of heavy duty trucks and equipment in an amount up to \$75,000 for the initial term, effective upon signing of the agreement and running through July 31, 2016; and to authorize the City Manager to renew the agreement, at the City Manager's discretion, for an additional four years, in one-year increments, based on the annual renewal of Contract No. 15021-C by Maricopa County, in an amount not to exceed \$375,000 over the full five-year period.

Background

Public Works maintains a diverse fleet of vehicles and associated equipment used to support key city operations including fire and police services, solid waste collection and disposal divisions, transportation services transit division, and water services distribution, collection and reclamation divisions. The purchase of parts, service and accessories for the repair of heavy duty trucks and equipment from outside vendors is required to keep vehicles and machinery functioning properly. The cost for this service is charged back to the responsible departments.

Balar was awarded a bid by Maricopa County for heavy duty truck and equipment repair services and staff is requesting to utilize the cooperative purchase with Strategic Alliance for Volume Expenditures (SAVE). SAVE is a consortium of local municipalities, in which Glendale is a member. Contract No. 15021-C was awarded on August 1, 2015 and ends on July 31, 2016, and includes an option to renew the term of the contract for an additional four years, in one- year periods, allowing the contract to be extended through July 31, 2020.

Cooperative purchasing allows counties, municipalities, schools, colleges and universities in Arizona to use a contract that was competitively procured by another governmental entity or purchasing cooperative. Such purchasing helps reduce the cost of procurement, allows access to a multitude of competitively bid contracts, and provides the opportunity to take advantage of volume pricing. The Glendale City Code authorizes cooperative purchases when the solicitation process utilized complies with the intent of Glendale's procurement processes. This cooperative purchase is compliant with Chapter 2, Article V, Division 2, Section 2 -149 of the Glendale City Code, per review by Materials Management.

Analysis

The city's agreement with Balar will be effective upon signing of the agreement and run through July 31, 2016. Should Council approve the requested authorization for the City Manager to renew the agreement, and with the annual renewal of the Maricopa County contract, the city's agreement with Balar may be extended for an additional four years, in one-year increments, with a final termination date of July 31, 2020. This is a request for expenditure authority only and does not mean that the city will expend the full annual authorized amount of \$75,000 with Balar.

Balar is used for the repair of Heil brand garbage truck bodies and Vacon brand sewer evacuator trucks, as well as for any large welding repairs on any brand of heavy duty truck and equipment in the city's fleet. This equipment is necessary for the delivery of essential services to city customers. The expeditious repair of these vehicles is necessary for the equipment to be available for the delivery of essential services to Glendale citizens and customers.

Previous Related Council Action

On June 24, 2014, Council approved a cooperative purchase of heavy duty truck and equipment repair with Balar Holding Corp. in an amount not to exceed \$75,000 annually.

Community Benefit/Public Involvement

The use of outside vendors for the repair of heavy duty trucks and equipment supplements internal service capacity and allows for the most expeditious return of vehicles and equipment to city operations for smooth and uninterrupted delivery of service to the public.

Cooperative purchasing produces the lowest possible volume prices and allows for the most effective use of available funding. The bids are publicly advertised and all Arizona firms have an opportunity to participate.

Budget and Financial Impacts

Funding is available in the fiscal year 2015-16 Public Works Department operating and maintenance budget. Expenditures with Balar are estimated to be up to \$75,000 for the initial contract year, with a not to exceed amount of \$375,000 over the entire term of the contract.

Cost	Fund-Department-Account
\$75,000	2590-18300-518200, Fleet Management

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
BALAR HOLDING CORP. DBA BALAR EQUIPMENT**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this _____ day of _____, 2015, between the City of Glendale, an Arizona municipal corporation (the "City"), and Balar Holding Corp., an Arizona corporation dba Balar Equipment ("Contractor"), collectively, the "Parties."

RECITALS

- A. On July 22, 2015, under the S.A.V.E. Cooperative Purchasing Agreement, the Maricopa County entered into a contract with Contractor to purchase the goods and services described in the Heavy Duty Truck, Construction And Agricultural, Industrial Fleet And Equipment Parts, Service And Accessories Contract, Maricopa County Contract No. 15021-C, which is attached hereto as Exhibit A. The Heavy Duty Truck, Construction And Agricultural, Industrial Fleet And Equipment Parts, Service And Accessories Contract permits its cooperative use by other governmental agencies including the City. The Heavy Duty Truck, Construction And Agricultural, Industrial Fleet And Equipment Parts, Service And Accessories Contract is hereinafter referred at as the Cooperative Purchasing Agreement.
- B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference, and the covenants and promises contained in this Linking Agreement, the parties agree as follows:

1. Term of Agreement. The City is purchasing the supplies and/or services from Contractor pursuant to Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement award and rate sheet, which are attached hereto as part of Exhibit B, purchases can be made by governmental entities from the date of award, which was August 1, 2015,

until the date the contract expires on July 31, 2016, unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not extend the contract beyond July 31, 2020. The initial period of this Agreement therefore is the period from the Effective Date of this Agreement until July 31, 2016. The City, however, may renew the term of this Agreement for 4 one-year periods until the Cooperative Purchasing Agreement expires on July 31, 2020. Renewals are not automatic and shall only occur if the City gives the Contractor notice of its intent to renew. The City may give the Contractor notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such a one-year renewal.

2. Scope of Work; Terms, Conditions, and Specifications.
 - A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as Exhibit C.
 - B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporate into and are an enforceable part of this Agreement.
3. Compensation.
 - A. City shall pay Contractor compensation at the same rate and on the same schedule as the Cooperative Purchasing Agreement, unless the City and Contractor agree to a different schedule, as provided in Exhibit D.
 - B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed seventy-five thousand dollars (\$75,000).
4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.
5. Non-discrimination. Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.
6. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.
7. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale
c/o Montana Slack
6210 W. Myrtle Avenue, Suite #111
Glendale, Arizona 85301
623-930-2621

and

Balar Holding Corp. dba Balar Equipment
c/o Peter Evans
11023 N 22nd Avenue
Phoenix, Arizona 85029
602-944-1933

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth above.

“City”

“Contractor”

City of Glendale, an Arizona
municipal corporation

Balar Holding Corp. dba Balar
Equipment, an Arizona corporation

By:

Richard A. Bowers
Acting City Manager

By:


Name: Peter Evans
Title: COO

ATTEST:

Pamela Hanna (S.E.M.)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
BALAR HOLDING CORP. DBA BALAR EQUIPMENT**

EXHIBIT A

Heavy Duty Truck, Construction And Agricultural, Industrial Fleet And Equipment Parts, Service
And Accessories, Maricopa County Solicitation No. 15021-C

SERIAL 15021 C

**HEAVY DUTY TRUCK, CONSTRUCTION AND AGRICULTURAL,
INDUSTRIAL FLEET AND EQUIPMENT PARTS, SERVICE AND
ACCESSORIES**

DATE OF LAST REVISION: July 22, 2015

CONTRACT END DATE: July 31, 2016

CONTRACT PERIOD THROUGH JULY, 31, 2016

TO: All Departments

FROM: Office of Procurement Services

**SUBJECT: Contract for HEAVY DUTY TRUCK, CONSTRUCTION AND AGRICULTURAL,
INDUSTRIAL FLEET AND EQUIPMENT PARTS, SERVICE AND ACCESSORIES**

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 **July 22, 2015. (Effective August 1, 2015)**

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

NP/jl
Attach

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

(Please remove Serial 10018-C from your contract notebooks)

HEAVY DUTY TRUCK, CONSTRUCTION AND AGRICULTURAL / INDUSTRIAL FLEET AND EQUIPMENT PARTS, SERVICE & ACCESSORIES

1.0 INTENT:

This Invitation for Bid is intended to establish a contract for a full line of parts, accessories and service for Heavy Duty Trucks 1 ½ ton and higher, Construction / Agricultural / Industrial equipment. It is not intended for one (1) contractor to provide all requirements. The contract will be awarded in part, sections or groups where such action serves the County's best interest. All charges to the County shall be in accordance with the terms of the resultant pricing agreement. Purchases are authorized by purchase order or purchase credit card only.

Other governmental entities under agreement with the County may have access to services provided hereunder (see also Sections 3.35 and 3.36, 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 or to ensure adequate competition on any project or task order work.

2.0 SPECIFICATIONS:

2.1 TECHNICAL REQUIREMENTS:

2.1.1 AUTHORIZED SERVICE FACILITIES:

- 2.1.1.1 The contractors shall be certified as a respective manufacturer's authorized service facility for the type of vehicle size and equipment offered on attachment A of the pricing section.
- 2.1.1.2 The service facility shall be open Monday through Friday from 8:00 a.m. to 5:00 p.m.
- 2.1.1.3 The County's expectations are to establish parts and service for all manufactures in the County's rolling fleet.
- 2.1.1.4 No volume of business is a guarantee.

NOTE: IT IS IMPORTANT FOR THE BIDDERS TO INDICATE THE GROSS VEHICLE WEIGHT (GVW) THEIR SERVICE FACILITY ARE EQUIPPED TO SERVICE. THERE IS A SPACE ON ATTACHMENT "A" FOR YOU TO PROVIDE THIS INFORMATION.

FOR EXAMPLE: FACILITY ONLY EQUIPPED TO SERVICE \ TRUCKS 2 TON

2.1.2 MANUFACTURERS / PARTS:

This list is only to provide you with a few of our manufacturers and parts used in our rolling fleet.

MCI TRANSPORT BUS	KUBOTA / BOBCAT	INGERSOLL-RAND-FLEET PARTS (NO TOOLS
BLUE BIRD BUSES	JOHN DEERE GREEN	JOHN DEERE YELLOW
THOMAS BUSES	BEARCAT	CATERPILLAR
ROSCO ROLLERS	PB LOADER	BROCE BROOM/SWEEPERS
TENNANT SWEEPERS	JCB BACKHOE'S/LOADERS	RACK & PINION
CUMMINS DIESEL ENGINE	TITAN	BEAR/ELGIN BROOM
PULL TARP	ROLL-RITE	DYNA PAC ROLLERS
BINGHAM FORD	MASSEY FERGUSON	THERMO-KING
MAXON LIFTS	FREIGHTLINER	STERLING
SCORPION ATTENUATOR	3M MESSAGE BOARDS	SOLAR TECH MESSAGE BOARDS
ATV'S	VERMEER-WOOD	MORBARK BRUSH

POLARIS/HONDA/YAMAHA	CHIPPERS	CHIPPERS
MACK/VOLVO	INTERNATIONAL	TIGER CRANES
DUR-A-LIFTS	VERSA LIFTS	IMT CRANES
WARN WINCHES	RAMSEY WINCHES	WACKER
PTO	MB – PAINT SRIPPERS	DRIVELINE
RICON WHEELCHAIR LIFTS	BRAUN WHEELCHAIR LIFTS	MASSEY’S FUEL TANK INSPECTIONS
RV-NEWMAR	RV-CHAMPION	RV-THOMAS
CHASSIS/SUSPENSIONS	VICKER PUMPS	WELDING SUPPLIES
AUTOMOTIVE FLEET FASTNERS	WEATHERGUARD TOOL BOXES	DELTA TOOL BOXES
MASTERRACK	SKIP-LINE	FLEETGUARD
CARRIER A/C	FORD NEW HOLLAND	PETERBUILT
WIX’S FILTERS	BRAKE COMPONENTS	WINDSHIELD WIPERS
SMALL GENERATOR – ONAN/KOHLER	PRESSURE WASHERS	COATS -TIRE MACHINES
INGERSOLL-RAND-AIR COMPRESSORS	HYDRAULIC JACKS	DEF FLUID
CARGO VAN EQUIPMENT-SHELVING/PARTITIONS/LADDER RACKS/BINS	AIR/OIL/WATER/FITTINGS-HOSES REELS	ALTERNATORS/STARTERS

2.1.3 FABRICATION:

The County will have service request for fabrication such as cargo equipment, transport vans, facilities vans and other related fabrications required to outfit the County trade vehicles. If this is part of your business include the manufacturers you carry for Cargo equipment (i.e., shelving, ladder racks, bins, partitions, etc.).

2.2 TECHNICAL AND DESCRIPTIVE SALES LITERATURE:

The Contractor shall provide copies of its sales literature and brochures and copies of any manufacturer’s technical and/or descriptive literature regarding the material(s) the Contractor proposes to provide. Literature shall include sufficient, in-detail, to allow full and fair evaluation of the material(s) submitted, and must be included with the bid. Failure to include this information may result in the bid being rejected.

3.0 PURCHASING REQUIREMENTS:

3.1 LABOR RATES:

The contractor shall provide information:

- Labor rates;
- at contractor’s facility
- After hours / overtime
- Field service calls (if applicable)
- Field service calls afterhours/overtime
- Mileage 1st 50 free (if applicable) or
- Onetime flat rate fuel charge
- Business hours

3.1.1 The invoices shall be submitted within twenty-four (24) hours from date of service, by fax 602-506-1182 or email.

3.1.2 After hours/overtime service must be approved prior to providing the service.

3.1.3 Service truck(s) - fully equipped with parts, diagnostic / repair tools, etc. to complete the repairs at no cost to the County. Any unforeseen equipment is required to complete the

job include the type of equipment that may be required (i.e. rental equipment) on attachment A.

- 3.1.4 Duplicate charges - the County shall not be responsible for any rates / charges defined in section 2.1.4 for negligence on the contractors / service technician not prepared with all parts, tools, equipment, material and other related items required to complete the repair.
- 3.1.5 Equipment Services reserves the right to dispute charges on labor hours and repairs performed if deemed excessive / unreasonable. If any portion of the repair performed is determined to be excessive charges, the contractor shall credit the original invoice referencing the work order and the vehicle number.

3.2 DEFINITIONS:

- 3.2.1 Labor rate – the time it takes to complete the repair. The contractor shall utilize ½ hour increments when applicable.
- 3.2.2 Afterhours labor rate – services render after normal business hours.
- 3.2.3 Field service call rate (if applicable) - a onetime / one way charge in route / travel to the County site maximum one (1) hour. This rate shall be the same for all field service calls.
- 3.2.4 Mileage (if applicable) – to County job site, the 1st 50 miles are free or choose a onetime flat rate fuel charge.

3.3 EQUIPMENT SERVICE DEPARTMENT SERVICE CENTERS:

Equipment Services Department operates five (5) service centers. Our operating hours are Monday through Friday, excluding holidays; hours of operation are different per location.

- 3.3.1 Durango Main Service Center, 3325 W. Durango, Phoenix, 85009 (602-506-4678), 6:00 a.m. to 4:30 p.m.
- 3.3.2 Mesa Service Center, 155 E. Coury, Mesa, 85210 (602-506-4794), 6:00 a.m. to 2:30 p.m.
- 3.3.3 Dysart Service Center, 16821 N. Dysart Rd. Surprise, 85374 (623-583-1836), 7:00 a.m. to 3:30 p.m.
- 3.3.4 Downtown Service Center, 120 S. 4th Ave, Phoenix, 85003 (602-506-2909), 7:30 a.m. to 4:00 p.m.
- 3.3.5 Buckeye Service Center, 26449 W. HWY 85, Buckeye, 85326 (623-386-7461), 6:00 a.m. to 3:30 p.m.

3.4 WORK ORDER ASSIGNMENTS:

- 3.4.1 Equipment Service Department Shop Supervisors and Service Writers (SW) will coordinate and issue a work order with the vehicle number to the contractor as an authorization to perform service. *Do not perform any service without a work order.* The contractor shall contact the SW 602-506-4678 (voice message) or 602-506-2886 direct contact) on all delays, pick-ups, deliveries, questions or additional repair approval.
- 3.4.2 The designated employee(s) will give the contractor(s) a preliminary diagnosis of the vehicle(s) repair.

3.5 RESPONSE TIME:

- 3.5.1 The response time to pick-up a vehicle under warranty shall be within the same business day, or unless a prior agreement has been made between the County and contractor.
- 3.5.2 The County will be responsible for transporting vehicle(s) not covered under warranty using the current County's Towing Service contract.
- 3.5.3 The contractor will be given an expected turn-around time by the Shop Supervisor and/or Service writer. If the turn-around time cannot be met, the contractor shall inform the Shop Supervisor or Service Writer at that time.
- 3.5.4 If the contractor has more than three (3) County vehicles at their facility, the County reserves the right to send the County vehicle(s) to another service facility from the contract, when applicable.
- 3.5.5 These items listed are not intended to terminate the contractor from future work order assignments only to eliminate downtime on vehicles.

3.6 STATUS REPORTS:

- 3.6.1 The contractor shall submit a daily status report with the work number and vehicle number, date received, with details on the completion date, via fax (602-506-1182) or email to the designated employee(s).
- 3.6.2 The report shall be submitted every day by 4:00 p.m.

3.7 PARTS PRICING:

- 3.7.1 All replacement parts shall be of Original Equipment Manufacturer (OEM). Exceptions are made when OEM parts are no longer available, the County must provide prior approval to replace parts with aftermarket parts.
- 3.7.2 Submit price list(s) by hard copy, website access or flash drive / CD. If a software license is required to view pricing, the contractor shall provide at no cost to the County.

3.8 DELIVERY OF PARTS:

Deliveries shall be made to all locations within 2 hours of placing orders. Exceptions are made when the site is more than 2 hours in distance (travel time) from contractor(s) facility.

- 3.8.1 It is not the responsibility of the County to pay freight on normal stock items.
- 3.8.2 All priority deliveries (i.e., overnight, air freight, UPS direct, etc.) shall be authorized by a Shop Supervisor / Lead and that person's name shall be on the invoice in order to authorize special delivery payment.
- 3.8.3 Contractor(s) shall contact the designated service center on all delivery delays.
- 3.8.4 Contractor(s) shall provide the best times to place stock orders to receive same day or within Twenty-Four (24) hours.
- 3.8.5 Contractor(s) are to indicate if they have the capability to deliver to all locations on a daily bases and provide "hot shots runs" or "just in time parts".
- 3.8.6 When part(s) are delivered on a pallet, the contractor is required to pick up and dispose of the pallet(s). The pallets must be labeled or stamped with the contractor's name for identification purposes.

3.9 EXPEDITED DELIVERY:

- 3.9.1 If the Using Agency determines that expedited delivery or other alternate shipping is required, it shall notify the Contractor. The Contractor shall determine any additional costs associated with such delivery terms and communicate that cost to the Using Agency.
- 3.9.2 The Using Agency shall not advise the Contractor to proceed with an expedited shipment until acceptable terms are agreed upon and a purchase order is issued. Upon agreeing to the additional costs, the Using Agency shall advise the Contractor to proceed.
- 3.9.3 Upon receipt of material(s) and invoicing, the Using Agency shall ensure that any additional charges are in compliance with and do not exceed agreed costs. The Using Agency shall retain all documents related to these costs within the agency purchase file.

3.10 ACTIVE DISTRIBUTORS:

The Contractor shall be an active distributor of all manufacturers offered on Attachment A, Pricing at the time of bid submission. The manufacturers shall have your company on file as an authorized distributor for the products listed. Maricopa County reserves the right to contact the manufacturer's to verify authorization to ensure compliance with the terms and conditions of this solicitation.

3.11 WARRANTY:

- 3.11.1 The minimum warranty shall be 90 days or manufacturer warranty whichever is greater.
- 3.11.2 Warranty replacement shall be at no additional charge to the County. A "NO CHARGE" invoice shall accompany all warranty repairs detailing failure, diagnosed cause and parts

replaced. Contractor(s) shall respond to all warranty requests within twenty-four (24) hours of notification.

3.11.3 The effective date on all warranties shall begin at the time of complete installation and acceptance by the County.

3.11.4 The Contractor shall indicate on the Price Sheet the duration of the warranty and any applicable limitations or conditions which may apply.

3.12 RETURN POLICY:

The bidders shall state their return policy and reference the "inventory adjustment" (see section 2.13).

3.12.1 When a restocking charge is applied, the invoice shall reflect the original purchase price of each part returned and the restocking charge shall be on a separate line.

3.12.2 Damaged, broken or unsealed packages shall not be accepted.

3.12.3 All credit memos shall reference original invoice or return slip number. The contractor shall provide, with company name, a return / credit slip booklet at no cost to the County.

3.13 STOCK LIFT:

3.13.1 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.

3.14 INVENTORY ADJUSTMENTS:

3.14.1 The contractor(s) shall accept the return of all parts considered non-moving or seasonal parts pulled during a six (6) month inventory adjustment at no cost or penalty.

3.15 SAFETY STANDARDS:

3.15.1 All work performed shall meet current Arizona State and Code Federal Regulations under Title 49 mandates, no exceptions.

3.16 SETTING UP COUNTY ACCOUNT:

It shall be the responsibility of all contractors to communicate with their parts department, service area, accounts receivable and other areas involved in compliance with this pricing agreement.

3.17 ADDITIONAL CHARGES & FEES:

Maricopa County is not responsible for miscellaneous charges or fees (i.e., shop supplies, environmental fees, hazardous waste) other than those listed in the pricing section of this contract.

3.18 SHIPPING DOCUMENTS:

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

3.18.1 Contract Serial number.

3.18.2 Contractor's name and address.

3.18.3 Using Agency name and address.

3.18.4 Using Agency purchase order number.

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

3.19 SHIPPING TERMS:

Bid price(s) and terms shall be F.O.B. Destination at:
Maricopa County Equipment Services
3325 West Durango St.
Phoenix, Arizona 85009

3.20 OPERATING MANUALS:

Upon delivery, Contractor shall provide comprehensive operational manuals, service manuals and schematic diagrams, if required by the Using Agency.

3.21 INSTALLATION:

The Contractor's price shall include delivery and installation of all equipment in a complete operating condition.

3.22 SAMPLES:

The Contractor may be requested to furnish samples of material(s) bid for examination by the County. Any materials so requested shall be furnished within TEN (10) working days from the date of request and furnished at no cost to the County and sent to the address designated in the requesting correspondence.

3.23 TESTING:

Unless otherwise specified, materials purchased will be inspected by the Using Agency to ensure the materials meet the quality and quantity requirements of the Specifications. When deemed necessary by the County, samples of the materials may be taken at random from stock received for submission to a commercial laboratory or other appropriate agency for analysis and tests as to whether the materials conform in all respects to the Specifications. In cases where commercial laboratory reports determine that the materials do not meet the Specifications, the expense of such analysis shall be borne by the Contractor.

3.24 ACCEPTANCE:

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

3.25 STOCK:

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

3.26 MAINTENANCE:

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

3.27 BRAND NAME:

The County reserves the right to request samples to determine quality and acceptability of materials bid by Contractor. In some cases, brand names have been listed in order to define the desired quality and are not intended to be restrictive or to limit competition. Materials substantially equivalent to those designated shall qualify for consideration.

3.28 ORDER CUTOFF INFORMATION:

Contractors submitting bids shall advise the County of all known order cutoff dates for the equipment / product(s) specified in this solicitation at the time of bid submission. Notification of any subsequent cutoff date(s) (learned after submission of bid) shall also be the Contractor's

responsibility. The Contractor shall advise the County of subsequent cutoff dates by notifying the Procurement Officer, in writing, of the new information.

3.29 USAGE REPORT:

The Contractor shall furnish the County a usage report upon request 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.

3.30 Background Check:

Bidders/proposers need to aware that there may be multiple background checks (Sheriff's Office, County Attorney's Office, Courts as well as Maricopa County general government) to determine if the respondent is acceptable to do business with the County. This applies to (but is not limited to) the company, sub-contractors and employees and the failure to pass these checks shall deem the respondent non-responsible.

3.31 INVOICES AND PAYMENTS:

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

Service Invoice

- Company name, address and contact
- County bill-to department and contact information
- Contract Serial Number
- County purchase order number (if not paid by credit card)
- County work order and vehicle number
- Invoice number and date
- Payment terms
- Date of service
- Description-complaint, cause, cure
- Description of Purchase (parts used: list numbers/quantities/description)
- Pricing per unit of purchase (list cost minus discount price)
- Hourly rate with hours
- Warranty
- Freight (with prior approval)
- Extended price
- Mileage w/rate (if applicable)
- Arrival and completion time
- Sales tax and tax rate (on parts only)
- Total Amount Due

• Packing list or Parts Invoice

- Note: packing slips must have pricing listed.
- Contract Serial Number
- County purchase order number (if not paid by credit card)
- County work order and vehicle number
- Part number/quantities/descriptions
- Unit cost: list cost minus discount
- Freight (with prior approval)
- Sales tax and tax rate
- Total cost

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

- 3.31.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (<http://www.maricopa.gov/Finance/Vendors.aspx>).
- 3.31.4 Discounts offered in the contract shall be calculated based on the date a properly completed invoice is received by the County (ROI).
- 3.31.5 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.

3.32 APPLICABLE TAXES:

- 3.32.1 **Payment of Taxes:** The Contractor shall pay all applicable taxes. With respect to any installation labor on items that are not attached to real property performed by Contractor under the terms of this Contract, the installation labor cost and the gross receipts for materials provided shall be listed separately on the Contractor's invoices.
- 3.32.2 **State and Local Transaction Privilege Taxes:** Maricopa County is subject to all applicable state and local transaction privilege taxes. To the extent any state and local transaction privilege taxes apply to sales made under the terms of this contract it is the responsibility of the seller to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.
- 3.32.3 **Tax Indemnification:** Contractor and all subcontractors shall pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold Maricopa County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

3.33 TAX:

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

3.34 POST AWARD MEETING:

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

3.35 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.

3.36 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.

3.37 VOLUNTARY EMPLOYEE DISCOUNTS

3.37.1 Vendors may voluntarily offer discounts to County employees for products or services provided under this contract. Whether a vendor offers or does not offer an employee discount is not a factor in nor considered in the evaluation of responses to this solicitation.

3.37.2 Any discount offered is part of a commercial transaction between the vendor and individual County employees and the County is not a party to the transaction. Any disputes or issues arising from an individual commercial transaction between the vendor and an individual County employee is a matter between the vendor and the employee. If a discount is offered, the terms will be announced to County employees.

4.0 CONTRACTUAL TERMS & CONDITIONS:

4.1 CONTRACT TERM:

This Invitation for Bid is for awarding a firm, fixed-price purchasing contract to cover a term of ~~one~~ (1) year.

4.2 OPTION TO RENEW:

The County may, at its option and with the concurrence of the Contractor, renew the term of this Contract up to a maximum of ~~four (4)~~ 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 (60) calendar days prior to the expiration of the original contract term..

4.3 PRICE ADJUSTMENTS:

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

4.4 INDEMNIFICATION:

To the fullest extent permitted by law, and to the extent that claims, damages, losses or expenses are not covered and paid by insurance purchased by the Contractor, the Contractor shall defend indemnify and hold harmless the County (as Owner), its agents, representatives, agents, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses (including, but not limited to attorneys' fees, court costs, expert witness fees, and the costs and attorneys' fees for appellate proceedings) arising out of, or alleged to have resulted from the negligent acts, errors, omissions, or mistakes relating to the performance of this Contract.

Contractor's duty to defend, indemnify, and hold harmless the County, its agents, representatives, agents, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss, or expense that is attributable to bodily injury, sickness, disease, death or injury to, impairment of, or destruction of tangible property, including loss of use resulting there from, caused by negligent acts, errors, omissions, or mistakes in the performance of this Contract, but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, any

one directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

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

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

4.5 INSURANCE.

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

4.5.2 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.

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

4.5.4 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.

4.5.5 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.

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

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

4.5.8 **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, \$4,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provisions which would serve to limit third party action over claims. There shall be no endorsement or modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

4.5.9 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 Lessee's owned, hired, and non-owned vehicles assigned to or used in performance of the Lessee's work or services or use or maintenance of the Premises under this Lease.

4.5.10 Workers' Compensation.

Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Lessee's employees engaged in the performance of the work or services under this Lease; 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.

Lessee, its contractors and its subcontractors waive all rights against Lessor 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 Lessee, its contractors and its subcontractors pursuant to this Lease.

4.5.11 Certificates of Insurance.

4.5.11.1 Prior to Contract **AWARD**, 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.

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

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

4.6 ORDERING AUTHORITY.

4.6.1 Any request for purchase of product(s) shall be accompanied by a valid purchase order, issued by Office of Procurement Services, a Purchase Order issued by the using Department or direction by a Certified Agency Procurement Aid (CAPA) with a Purchase Card for payment.

4.7 REQUIREMENTS CONTRACT:

4.7.1 Contractors signify their understanding and agreement by signing a bid submittal, that the Contract resulting from the bid is 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.

4.7.2 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 for actual and documentable costs incurred by the Contractor in response to 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.

4.7.3 Contractors agree to accept verbal notification of cancellation of Purchase Orders 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.

4.8 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

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

4.9 TERMINATION FOR DEFAULT:

The County may, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

4.9.1 Deliver the supplies or to perform the services within the time specified in this contract or any extension;

4.9.2 Make progress, so as to endanger performance of this contract; or

4.9.3 Perform any of the other provisions of this contract.

4.9.4 The County's right to terminate this contract under these subparagraph may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the County) after receipt of the notice from the Procurement Officer specifying the failure.

4.10 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.

4.11 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.

4.12 ADDITIONS/DELETIONS OF SERVICE:

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

4.13 SUBCONTRACTING:

4.13.1 The Contractor may not assign to another Contractor 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.

4.13.2 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.

4.14 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.

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

4.15.1 In accordance with section MCI 371 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

4.15.2 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.

4.15.3 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 invoices, request for credit, request for a check or deduction from current billings 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.

4.16 VALIDITY:

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

4.17 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.

4.18 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, co-employee, partnership, principal and agent, or joint venture between the County and the Contractor.

4.19 NON-DISCRIMINATION:

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website

<http://azmemory.azlibrary.gov/cdm/singleitem/collection/execorders/id/680/rec/1> which is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, CONTRACTOR shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

4.20 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

4.20.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor

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

4.20.1.2 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;

4.20.1.3 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

4.20.1.4 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.

4.20.2 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.

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

4.21.1 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.

4.21.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 4.21 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.

4.22 CONTRACTOR LICENSE REQUIREMENT:

- 4.22.1 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.
- 4.22.2 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.

4.23 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:

- 4.23.1 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,
- 4.23.2 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.

4.24 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 in its offer 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 and the Arizona Public Records Law.

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
BALAR HOLDING CORP. DBA BALAR EQUIPMENT**

EXHIBIT B
Award and Rate Sheet

BALAR EQUIPMENT CORP, DBA BALAR HOLDING CORP, 11023 N 22ND AVE., PHOENIX AZ. 85029

COMPANY NAME: BALAR HOLDING CORP.
 DOING BUSINESS AS (DBA) NAME: BALAR EQUIPMENT
 MAILING ADDRESS: 11023 N 22ND AVE., PHOENIX AZ. 85029
 REMIT TO ADDRESS: 11023 N 22ND AVE., PHOENIX AZ. 85209
 TELEPHONE NUMBER: 602-944-1933
 FACSIMILE NUMBER: 602-944-9687
 WEB SITE: BALAR.COM
 REPRESENTATIVE NAME: PETER EVANS
 REPRESENTATIVE TELEPHONE NUMBER: 602-944-1933
 REPRESENTATIVE E-MAIL: PEVANS@BALAR.COM

YES NO REBATE

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

WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: YES NO

NET 30 DAYS

Manufacturer	CURRENT PRICE LIST AT DATE OF ISSUE	PRICE COLUMN TO BE USED	DISCOUNT (% OFF)
PB LOADER PATCHERS	1/1/2015	LIST	2
SCHWARZE SWEEPERS	2015	LIST	2
STANLEY HYDRAULIC SWEEPERS	12/2/2014	LIST	2

Labor Rates	Unit Price
Labor Rate Contractor Facility	\$105.00
Labor Rate County Facility	\$105.00
Labor Rate for after hours/overtime (if different)	\$105.00
Labor Rate for Field Service	\$105.00
Labor Rate for Field Service Overtime	\$105.00
1.3 Mileage - 1st 50 miles free or a onetime flat fuel charge:	\$1.85 per mile flat fuel charge
1.4 Business Hours	7:00AM-4:30PM
1.5 Return Policy	WILL ACCEPT "INVENTORY ADJUSTMENTS"
1.5.1 Time limitations	6 MONTHS
1.5.2 Restocking charge (if any)	NO
1.6 Additional Services Offered:	
1.7 Warranty (define)	90 DAYS
1.8 Additional Participating Locations:	NONE

NIGP CODE: 06066
 Terms: NET 30 DAYS
 Vendor Number: 2011000268 0
 Certificates of Insurance: Required
 Contract Period: To cover the period ending July 31, 2016.

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
BALAR HOLDING CORP. DBA BALAR EQUIPMENT**

**EXHIBIT C
Scope of Work**

PROJECT

To purchase Parts, Service and Accessories to repair heavy duty trucks and equipment on an as needed basis.

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
BALAR HOLDING CORP. DBA BALAR EQUIPMENT**

EXHIBIT D

METHOD AND AMOUNT OF COMPENSATION

Method of payment is provided in Paragraph 3 of the Agreement. The amount of compensation, including any applicable hourly rates, is provided in the rate sheet and award pursuant to Maricopa County Solicitation No. 15021-C.

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed \$375,000.

DETAILED PROJECT COMPENSATION

Outside repairs of Heil Sanitation trucks/VAC-CON sewer trucks/Wach valve exercisors.on an as needed basis.



Legislation Description

File #: 15-578, Version: 1

AUTHORIZATION TO ENTER INTO A CONSTRUCTION AGREEMENT WITH D.L. WITHERS CONSTRUCTION, L.C., TO PERFORM TENANT IMPROVEMENT WORK AT THE BANK OF AMERICA PLAZA

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for the City Council to authorize the Acting City Manager to enter into a construction agreement with D.L. Withers Construction, L.C., in the amount not to exceed \$696,000 to perform the tenant improvements at the Bank of America Plaza building located at 5800 West Glenn Drive.

Background

The City of Glendale has owned the Bank of America Plaza building since June 2000, the total amount of office space in the building is approximately 56,387 square feet (SF). In June, Council approved a five year lease agreement, with the Arizona Department of Child Safety, an agency of the State of Arizona, to lease approximately 36,540 SF of office space, leaving vacant space available for lease of approximately 2,510 SF (4%). The lease includes an option to renew for one additional five year term.

As part of the lease agreement, the city is required to provide tenant improvements and the Department of Child Safety is required to contribute \$150,000 for the improvements. The tenant improvements will include demolition work, new offices, glass and glazing, flooring, custom millwork, painting, safety systems.

Analysis

The Engineering division opened bids for the Bank of America Tenant Improvements project (project number 141529) on August 14, 2015. Eleven bids were received, with D.L. Withers Construction, L.C. submitting the lowest responsive bid in the amount of \$696,000.

Previous Related Council Action

On June 23, 2015, Council approved the lease agreement with the Arizona Department of Child Safety to occupy 36,540 square feet of office space in the Bank of America Plaza building.

Community Benefit/Public Involvement

Providing tenant improvements at the Bank of America Building not only meets the requirements of the lease agreement with the Arizona Department of Child Safety it also enhances the appearance of the building, increases asset value and maintains community standards.

Budget and Financial Impacts

Funds are available in the FY 2015-16 Capital Improvement Plan budget of the Public Works Department.

Cost	Fund-Department-Account
\$696,000	1000-81072-550800, BofA Improvements

Capital Expense? Yes

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

CONSTRUCTION AGREEMENT

This Construction Agreement ("Agreement") is entered into and effective between the CITY OF GLENDALE, an Arizona municipal corporation ("City"), and D. L. Withers Construction, L.C., an Arizona limited liability company ("Contractor") as of the ____ day of _____, 20__.

RECITALS

- A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in the **Notice to Contractors** and the attached **Exhibit A** ("Project");
- B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project, the plans and specifications, the **Information for Bidders**, and the **Maricopa Association of Governments ("MAG") General and Supplemental Conditions and Provisions**;
- C. City and Contractor desire to memorialize their agreement with this document.

AGREEMENT

In consideration of the Recitals, which are confirmed as true and correct and incorporated by this reference, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, City and Contractor agree as follows:

1. Project.

1.1 Scope. Contractor will provide all services and material necessary to assure the Project is completed timely and efficiently consistent with Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other contractors, providers or consultants retained by City.

1.2 Documents. The following documents are, by this reference, entirely incorporated into this Agreement and attached Exhibits as though fully set forth herein:

- (A) Notice to Contractors;
- (B) Information for Bidders;
- (C) MAG General Conditions, Supplemental General Conditions, Special and Technical Provisions;
- (D) Proposal;
- (E) Bid Bond;
- (F) Payment Bond;
- (G) Performance Bond;
- (H) Certificate of Insurance;
- (I) Appendix; and
- (J) Plans and Addenda thereto.

Should a conflict exist between this Agreement (and its attachments), and any of the incorporated documents as listed above, the provisions of this Agreement shall govern.

1.3 Project Team.

(A) Project Manager. Contractor will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's opinion, to complete the project and handle all aspects of the Project such that the work produced by Contractor is consistent with applicable standards as detailed in this Agreement.

(B) Project Team.

- (1) The Project manager and all other employees assigned to the project by Contractor will comprise the "Project Team."
- (2) Project Manager will have responsibility for and will supervise all other employees assigned to the project by Contractor.

(C) Sub-contractors.

- (1) Contractor may engage specific technical contractor (each a "Sub-contractor") to furnish certain service functions.
- (2) Contractor will remain fully responsible for Sub-contractor's services.
- (3) Sub-contractors must be approved by the City, unless the Sub-contractor was previously mentioned in the response to the solicitation.
- (4) Contractor shall certify by letter that contracts with Sub-contractors have been executed incorporating requirements and standards as set forth in this Agreement.

2. **Schedule.** The Project will be undertaken in a manner that ensures it is completed in a timely and efficient manner. If not otherwise stated in **Exhibit A**, the contractor shall reach substantial completion of all work under the project by or before December 14, 2015, with final completion by or before December 31, 2015.

3. **Contractor's Work.**

3.1 **Standard.** Contractor must perform services in accordance with the standards of due diligence, care, and quality prevailing among contractors having substantial experience with the successful furnishing of services and materials for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.

3.2 **Licensing.** Contractor warrants that:

- (A) Contractor and Sub-contractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of services ("Approvals"); and
- (B) Neither Contractor nor any Sub-contractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").
 - (1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments or to examine Contractor's contracting ability.
 - (2) Contractor must notify City immediately if any Approvals or Debarment changes during the Agreement's duration and the failure of the Contractor to notify City as required will constitute a material default of this Agreement.

3.3 **Compliance.** Services and materials will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, or other standards and criteria designated by City.

3.4 **Coordination; Interaction.**

- (A) If the City determines that the Project requires the coordination of professional services or other providers, Contractor will work in close consultation with City to proactively interact with any other contractors retained by City on the Project ("Coordinating Entities").
- (B) Subject to any limitations expressly stated in the budget, Contractor will meet to review the Project, schedules, budget, and in-progress work with Coordinating Entities and the City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.
- (C) If the Project does not involve Coordinating Entities, Contractor will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

3.5 **Hazardous Substances.** Contractor is responsible for the appropriate handling, disposal of, and if necessary, any remediation and all losses and damages to the City, associated with the use or release of hazardous substances by Contractor in connection with completion of the Project.

- 3.6 **Warranties.** At any time within two years after completion of the Project, Contractor must, at Contractor's sole expense and within 20 days of written notice from the City, uncover, correct and remedy all defects in Contractor's work. City will accept a manufacturer's warranty on approved equipment as satisfaction of the Contractor's warranty under this subsection.
- 3.7 **Bonds.** Upon execution of this Agreement, and if applicable, Contractor must furnish Payment and Performance bonds as required under A.R.S. § 34-608.

4. **Compensation for the Project.**

- 4.1 **Compensation.** Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed \$696,000.00, as specifically detailed in the Contractor's bid and set forth in **Exhibit B** ("Compensation").
- 4.2 **Change in Scope of Project.** The Compensation may be equitably adjusted if the originally contemplated scope of services as outlined in the Project is significantly modified by the City.
- (A) Adjustments to the Scope or Compensation require a written amendment to this Agreement and may require City Council approval.
- (B) Additional services which are outside the scope of the Project and not contained in this Agreement may not be performed by the Contractor without prior written authorization from the City.

5. **Billings and Payment.**

5.1 **Applications.**

- (A) The Contractor will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.
- (B) The period covered by each Payment Application will be one calendar month ending on the last day of the month.

5.2 **Payment.**

- (A) After a full and complete Payment Application is received, City will process and remit payment within 30 days.
- (B) Payment may be subject to or conditioned upon City's receipt of:
- (1) Completed work generated by Contractor and its Sub-contractors; and
- (2) Unconditional waivers and releases on final payment from Sub-contractors as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

5.3 **Review and Withholding.** City's Project Manager will timely review and certify Payment Applications.

- (A) If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.
- (B) City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.
- (C) Contractor will provide, by separate cover, and concurrent with the execution of this Agreement, all required financial information to the City, including City of Glendale Transaction Privilege License and Federal Taxpayer identification numbers.
- (D) City will temporarily withhold Compensation amounts as required by A.R.S. 34-221(C).

6. Termination.

- 6.1 For Convenience.** City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 15 days following the date of delivery.
- (A) Contractor will be equitably compensated any services and materials furnished prior to receipt of the termination notice and for reasonable costs incurred.
 - (B) Contractor will also be similarly compensated for any approved effort expended and approved costs incurred that are directly associated with Project closeout and delivery of the required items to the City.
- 6.2 For Cause.** City may terminate this Agreement for cause if Contractor fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.
- (A) Contractor will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Contractor for Service and Repair furnished, City will pay the amount due to Contractor, less City's damages.
 - (B) If City's direct damages exceed amounts otherwise due to Contractor, Contractor must pay the difference to City immediately upon demand; however, Contractor will not be subject to consequential damages more than \$1,000,000 or the amount of this Agreement, whichever is greater.

7. Insurance.

- 7.1 Requirements.** Contractor must obtain and maintain the following insurance ("Required Insurance"):
- (A) Contractor and Sub-contractors. Contractor, and each Sub-contractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively, "Contractor's Policies"), until each Parties' obligations under this Agreement are completed.
 - (B) General Liability.
 - (1) Contractor must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
 - (2) Sub-contractors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least \$1,000,000 per occurrence.
 - (3) This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, products and completed operations, XCU hazards if requested by the City, and a separation of insurance provision.
 - (4) These limits may be met through a combination of primary and excess liability coverage.
 - (C) Auto. A business auto policy providing a liability limit of at least \$1,000,000 per accident for Contractor and 1,000,000 per accident for Sub-contractors and covering owned, non-owned and hired automobiles.
 - (D) Workers' Compensation and Employer's Liability. A workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.
 - (E) Equipment Insurance. Contractor must secure, pay for, and maintain all-risk insurance as necessary to protect the City against loss of owned, non-owned, rented or leased capital equipment and tools, equipment and scaffolding, staging, towers and forms owned or rented by Contractor or its Sub-contractors.

- (F) Notice of Changes. Contractor's Policies must provide for not less than 30 days' advance written notice to City Representative of:
- (1) Cancellation or termination of Contractor or Sub-contractor's Policies;
 - (2) Reduction of the coverage limits of any of Contractor or and Sub-contractor's Policies; and
 - (3) Any other material modification of Contractor or Sub-contractor's Policies related to this Agreement.
- (G) Certificates of Insurance.
- (1) Within 10 business days after the execution of the Agreement, Contractor must deliver to City Representative certificates of insurance for each of Contractor and Sub-contractor's Policies, which will confirm the existence or issuance of Contractor and Sub-contractor's Policies in accordance with the provisions of this section, and copies of the endorsements of Contractor and Sub-contractor's Policies in accordance with the provisions of this section.
 - (2) City is and will be under no obligation either to ascertain or confirm the existence or issuance of Contractor and Sub-contractor's Policies, or to examine Contractor and Sub-contractor's Policies, or to inform Contractor or Sub-contractor in the event that any coverage does not comply with the requirements of this section.
 - (3) Contractor's failure to secure and maintain Contractor Policies and to assure Sub-contractor policies as required will constitute a material default under this Agreement.
- (H) Other Contractors or Vendors.
- (1) Other contractors or vendors that may be contracted by Contractor with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular agreement.
 - (2) This insurance coverage must comply with the requirements set forth above for Contractor's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance).
- (I) Policies. Except with respect to workers' compensation and employer's liability coverages, the City must be named and properly endorsed as additional insureds on all liability policies required by this section.
- (1) The coverage extended to additional insureds must be primary and must not contribute with any insurance or self insurance policies or programs maintained by the additional insureds.
 - (2) All insurance policies obtained pursuant to this section must be with companies legally authorized to do business in the State of Arizona and acceptable to all parties.

7.2 Sub-contractors.

- (A) Contractor must also cause its Sub-contractors to obtain and maintain the Required Insurance.
- (B) City may consider waiving these insurance requirements for a specific Sub-contractor if City is satisfied the amounts required are not commercially available to the Sub-contractor and the insurance the Sub-contractor does have is appropriate for the Sub-contractor's work under this Agreement.
- (C) Contractor and Sub-contractors must provide to the City proof of Required Insurance whenever requested.

7.3 Indemnification.

- (A) To the fullest extent permitted by law, Contractor must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties"), for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense"; collectively, "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Contractor) and that arises out of or results from the breach of this Agreement by the Contractor or the Contractor's negligent actions, errors or omissions (including any Sub-contractor or other person or firm employed by Contractor), whether sustained before or after completion of the Project.
- (B) This indemnity and hold harmless policy applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Contractor shall be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Contractor or of any person or entity for whom Contractor is responsible.
- (C) Contractor is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

7.4 Waiver of Subrogation. Contractor waives, and will require any Subcontractor to waive, all rights of subrogation against the City to the extent of all losses or damages covered by any policy of insurance.

8. Immigration Law Compliance.

- 8.1 Contractor, and on behalf any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.
- 8.2 Any breach of warranty under subsection 8.1 above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.
- 8.3 City retains the legal right to inspect the papers of any Contractor or subcontractor employee who performs work under this Agreement to ensure that the Contractor or any subcontractor is compliant with the warranty under subsection 8.1 above.
- 8.4 City may conduct random inspections, and upon request of City, Contractor shall provide copies of papers and records of Contractor demonstrating continued compliance with the warranty under subsection 8.1 above. Contractor agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this section 8.
- 8.5 Contractor agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon Contractor and expressly accrue those obligations directly to the benefit of the City. Contractor also agrees to require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.
- 8.6 Contractor's warranty and obligations under this section to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.
- 8.7 The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

9. **Conflict.** Contractor acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.
10. **Non-Discrimination Policies.** Contractor must not discriminate against any employee or applicant for employment on the basis of race, religion, color sex or national origin. Contractor must develop, implement and maintain non-discrimination policies and post the policies in conspicuous places visible to employees and applicants for employment. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section.
11. **Notices.**

11.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:

- (A) The Notice is in writing, and
- (B) Delivered in person or by private express overnight delivery service (delivery charges prepaid), certified or registered mail (return receipt requested).
- (C) Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:
 - (1) Received on a business day, or before 5:00 p.m., at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier on or before 5:00 p.m.; or
 - (2) As of the next business day after receipt, if received after 5:00 p.m.
- (D) The burden of proof of the place and time of delivery is upon the Party giving the Notice.
- (E) Digitalized signatures and copies of signatures will have the same effect as original signatures.

11.2 **Representatives.**

- (A) Contractor. Contractor's representative ("Contractor's Representative") authorized to act on Contractor's behalf with respect to the Project, and his or her address for Notice delivery is:

D.L. Withers Construction, L.C.
Attn: David K. Bradley
3220 E. Harbour Drive
Phoenix, Arizona 85034

- (B) City. City's representative ("City's Representative") authorized to act on City's behalf, and his or her address for Notice delivery is:

City of Glendale
Attn: Mike Johnson
5850 West Glendale Avenue
Glendale, Arizona 85301

With required copies to:

City of Glendale
City Manager
5850 West Glendale Avenue
Glendale, Arizona 85301

City of Glendale
City Attorney
5850 West Glendale Avenue
Glendale, Arizona 85301

(C) Concurrent Notices.

- (1) All notices to City's representative must be given concurrently to City Manager and City Attorney.
- (2) A notice will not be considered to have been received by City's representative until the time that it has also been received by City Manager and City Attorney.
- (3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Contractor identifying the designee(s) and their respective addresses for notices.

(D) **Changes.** Contractor or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

12. **Financing Assignment.** City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.

13. **Entire Agreement; Survival; Counterparts; Signatures.**

13.1 **Integration.** This Agreement contains, except as stated below, the entire agreement between City and Contractor and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.

- (A) Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
- (B) Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.
- (C) Any solicitation, addendums and responses submitted by the Contractor are incorporated fully into this Agreement as Exhibit A. Any inconsistency between Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.

13.2 **Interpretation.**

- (A) The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.
- (B) The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.
- (C) The Agreement will be interpreted in accordance with the laws of the State of Arizona.

13.3 **Survival.** Except as specifically provided otherwise in this Agreement each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.

13.4 **Amendment.** No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval.

13.5 **Remedies.** All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.

13.6 **Severability.** If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform to applicable law.

13.7 **Counterparts.** This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

PROJECT 141529

- 14. **Dispute Resolution.** Each claim, controversy and dispute ("Dispute") between Contractor and City will be resolved in accordance with Exhibit C. The final determination will be made by the City.
- 15. **Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A	Project
Exhibit B	Compensation
Exhibit C	Dispute Resolution

The parties enter into this Agreement as of the date shown above.

City of Glendale,
an Arizona municipal corporation

By: Richard A. Bowers
Its: Acting City Manager

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

D.L. Withers Construction, L.C.
an Arizona limited liability company

By: David K. Bradley
Its: Vice President

WOMEN-OWNED/MINORITY BUSINESS [] YES [] NO
 CITY OF GLENDALE TRANSACTION PRIVILEGE TAX NO. _____
 FEDERAL TAXPAYER IDENTIFICATION NO. _____

PROJECT 141529

**EXHIBIT A
CONSTRUCTION AGREEMENT**

PROJECT

Provide tenant improvement work for the Arizona Department of Child Safety as per the plans and specifications at the Bank of America Plaza building located at 5800 West Glenn Drive.

PROJECT 141529

**EXHIBIT B
CONSTRUCTION AGREEMENT**

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

By bid, including all services, materials and costs.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed \$696,000.

DETAILED PROJECT COMPENSATION

As shown on Page 8 of the Bid Schedule.

**EXHIBIT C
CONSTRUCTION AGREEMENT**

DISPUTE RESOLUTION

1. Disputes.

- 1.1 **Commitment.** The parties commit to resolving all disputes promptly, equitably, and in a good-faith, cost-effective manner.
- 1.2 **Application.** The provisions of this Exhibit will be used by the parties to resolve all controversies, claims, or disputes ("Dispute") arising out of or related to this Agreement-including Disputes regarding any alleged breaches of this Agreement.
- 1.3 **Initiation.** A party may initiate a Dispute by delivery of written notice of the Dispute, including the specifics of the Dispute, to the Representative of the other party as required in this Agreement.
- 1.4 **Informal Resolution.** When a Dispute notice is given, the parties will designate a member of their senior management who will be authorized to expeditiously resolve the Dispute.
 - (A) The parties will provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any Dispute in order to assist in resolving the Dispute as expeditiously and cost effectively as possible;
 - (B) The parties' senior managers will meet within 10 business days to discuss and attempt to resolve the Dispute promptly, equitably, and in a good faith manner, and
 - (C) The Senior Managers will agree to subsequent meetings if both parties agree that further meetings are necessary to reach a resolution of the Dispute.

2. Arbitration.

- 2.1 **Rules.** If the parties are unable to resolve the Dispute by negotiation within 30 days from the Dispute notice, and unless otherwise informal discussions are extended by the mutual agreement, the Dispute will be decided by binding arbitration in accordance with Construction Industry Rules of the AAA, as amended herein. Although the arbitration will be conducted in accordance with AAA Rules, it will not be administered by the AAA, but will be heard independently.
 - (A) The parties will exercise best efforts to select an arbitrator within 5 business days after agreement for arbitration. If the parties have not agreed upon an arbitrator within this period, the parties will submit the selection of the arbitrator to one of the principals of the mediation firm of Scott & Skelly, LLC, who will then select the arbitrator. The parties will equally share the fees and costs incurred in the selection of the arbitrator.
 - (B) The arbitrator selected must be an attorney with at least 15 years experience with commercial construction legal matters in Maricopa County, Arizona, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least 10 years.
- 2.2 **Discovery.** The extent and the time set for discovery will be as determined by the arbitrator. Each Party must, however, within ten (10) days of selection of an arbitrator deliver to the other Party copies of all documents in the delivering party's possession that are relevant to the dispute.
- 2.3 **Hearing.** The arbitration hearing will be held within 90 days of the appointment of the arbitrator. The arbitration hearing, all proceedings, and all discovery will be conducted in Glendale, Arizona unless otherwise agreed by the parties or required as a result of witness location. Telephonic hearings and other reasonable arrangements may be used to minimize costs.
- 2.4 **Award.** At the arbitration hearing, each Party will submit its position to the arbitrator, evidence to support that position, and the exact award sought in this matter with specificity. The arbitrator must select the award sought

by one of the parties as the final judgment and may not independently alter or modify the awards sought by the parties, fashion any remedy, or make any equitable order. The arbitrator has no authority to consider or award punitive damages.

2.5 Final Decision. The Arbitrator's decision should be rendered within 15 days after the arbitration hearing is concluded. This decision will be final and binding on the Parties.

2.6 Costs. The prevailing party may enter the arbitration in any court having jurisdiction in order to convert it to a judgment. The non-prevailing party shall pay all of the prevailing party's arbitration costs and expenses, including reasonable attorney's fees and costs.

3. **Services to Continue Pending Dispute.** Unless otherwise agreed to in writing, Contractor must continue to perform and maintain progress of required services during any Dispute resolution or arbitration proceedings, and City will continue to make payment to Contractor in accordance with this Agreement.

4. **Exceptions.**

4.1 Third Party Claims. City and Contractor are not required to arbitrate any third-party claim, cross-claim, counter claim, or other claim or defense of a third-party who is not obligated by contract to arbitrate disputes with City and Contractor.

4.2 Liens. City or Contractor may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice, but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Arizona Law, including, without limitation, an action under A.R.S. § 33-420, without the necessity of initiating or exhausting the procedures of this Exhibit.

4.3 Governmental Actions. This Exhibit does not apply to, and must not be construed to require arbitration of, any claims, actions or other process filed or issued by City of Glendale Building Safety Department or any other agency of City acting in its governmental permitting or other regulatory capacity.

BID TABULATION

PROJECT# 141529 - BANK OF AMERICA PLAZA TENANT IMPROVEMENTS FOR THE ARIZONA DEPARTMENT OF CHILD SAFETY

OPENED AT THE CITY OF GLENDALE, ENGINEERING DEPARTMENT
5850 W. GLENDALE AVENUE, 3RD FLOOR

DATE: AUGUST 14, 2015 AT 1:30PM

	CONTRACTOR	BID BOND/ CHECK	ACKNOWLEDGE ADDENDUM 1	TOTAL BID
1	D.L. WITHERS CONSTRUCTION	BB	YES	\$ 696,000.00
2	RSG BUILDERS, LLC	BB	YES	\$ 704,756.00
3	PEGASUS CONSTRUCTION	BB	YES	\$ 715,788.35
4	JMW CONSTRUCTION	BB	YES	\$ 721,729.56
5	CANYON BUILDERS AND DESIGN	BB	YES	\$ 729,349.40
6	DNG CONSTRUCTION, LLC	BB	YES	\$ 779,935.00
7	TSG CONSTUCTORS, LLC	BB	YES	\$ 787,000.00
8	FORESITE DESIGN AND CONSTRUCTION	BB	YES	\$ 828,254.00
9	WOODRUFF CONSTRUCTION	BB	YES	\$ 862,612.63
10	BAYLEY CONSTRUCTION	BB	YES	\$ 875,000.00
11	MHM BUILDERS, INC.	CHECK	YES	\$ 881,840.00



Legislation Description

File #: 15-573, Version: 1

AUTHORIZATION TO RENAME THE BALLFIELD AT ROSE LANE PARK “ENRIQUE BANDA, SR., FIELD”

Staff Contact: Erik Strunk, Director, Community Services

Purpose and Recommended Action

This is a request for the City Council to authorize the renaming of the ball field at Rose Lane Park, in honor of long-time resident and community supporter “Enrique Banda, Sr.” in accordance with the Parks, Recreation and Neighborhood Services Division “Plaque and Amenity Naming Guidelines” (“Guidelines”).

Background

The placement of plaques or naming of a park amenity after a person of community prominence is an appropriate method by which to honor individuals who have contributed to the betterment of Glendale and/or are of historical significance to the City. As such, in September 2013, the Glendale Parks and Recreation Advisory Commission adopted the Guidelines and an application process to assist it should requests of this nature be received.

As defined, an “amenity” is an improvement located in a City park or facility. For illustrative purposes, an amenity may include the following: plazas that constitute a portion of a larger city park or facility; ramadas; paths, athletic facilities that are not enclosed structures or stand-alone City buildings; picnic areas; tot lots; play structures; hard courts; and trail segments.

In June 2015, an application to rename the Rose Lane ball field in honor of Enrique Banda, Sr., was received and reviewed by the Parks and Recreation Advisory Commission. At its August 24, 2015 regular meeting, the Commission unanimously voted to recommend the request to City Council for formal consideration. This is therefore a request for City Council to take formal action to rename the Rose Lane Ball Field “Enrique Banda, Sr., Ball Field.”

Analysis

Earlier this year, a group of Rose Lane Park neighborhood representatives presented an application to name the Rose Lane Park ball field in honor of Mr. Banda, Sr., to the Parks and Recreation Advisory Commission. The applicants documented the local and national achievements highlighting Mr. Banda’s dedicated service to the Glendale community including: 1996 Heroes Award for the State of Arizona from the Sporting Goods Manufacturers Association; the 1996 KPNX Channel 12 “Hon Kachina” Award; the 1996 National Coach of the Year Award from the National Youth Sports Coaches Association; the 1997 Volunteer of the Year Award from the Arizona Parks and Recreation Association; and the 2005 Volunteer of the Year Award from the City of Glendale Parks and Recreation Department.

The submitted application highlighted Mr. Banda's dedication and contributions to the Glendale community and meets the necessary requirements of the Guidelines. This request is now being forwarded to the City Council for final review and consideration.

Community Benefit/Public Involvement

The approval of this request is accompanied by the applicant's agreement to adopt the ball field through the Adopt-A-Park program, which will assist the Parks, Recreation and Neighborhood Services Division with the ongoing maintenance of the ball field area. The item was discussed at two public meetings of the Parks and Recreation Commission on June 8, 2015 and August 24, 2015.

Budget and Financial Impacts

There is no new budget or financial impact with this request. Based on the Guidelines, an agreement will be entered into at the departmental level to include applicant responsibilities related to the request, including but not limited to installation costs, ongoing maintenance, repair/replacement, and regular volunteer service days at the facility. The applicant has been informed of these requirements and agreed to enter into an agreement with the department to meet these obligations.



City of Glendale
 Parks, Recreation and Library Services Department
 5970 W. Brown Street
 Glendale, AZ 85301
 623-930-2820

Application for Parks Recognition Plaque Installation and Amenity Naming

(Only type-written applications will be processed)

Thank you for your interest in the possible placement of a plaque or naming of a park amenity after a person of community prominence at a Glendale City park or facility. Please complete this application and your request will be reviewed as appropriate. Incomplete applications will not be accepted.

General Information:

Name of individual/group requesting: [REDACTED]

Contact person's first name: [REDACTED]

Last name: [REDACTED]

Address: [REDACTED]

City: [REDACTED]

State: [REDACTED]

Email: [REDACTED]

Phone Number: [REDACTED]

Nominee for Recognition

Please describe, in detail, how your nominee either: a) enhanced the quality of life and well-being of city residents; b) made significant contributions to the City's history or culture; c) made exemplary or meritorious contributions to the City or its residents; or d) contributed to the acquisition, development, or conveyance of park or recreational land, buildings, structures, or other such amenities to the City or community. Please feel free to add additional pages (not to exceed two-type written pages) and be sure to describe how this nomination complies with the parks amenity and recognition plaque guidelines.

Nominee's Name: Mr. Enrique Banda Glendale Residency Period: 70+ years

Narrative:

See Attachment

Banda

Mr.

wants to talk about at the council meeting

Narrative – cont'd:

[Empty box for narrative text]

I have read the "Parks Amenity and Recognition Policy" and agree to all of its specified terms. I further have the authority to enter into an agreement with the City of Glendale Parks, Recreation and Library Services department on behalf of the group/organization making the application. If so, please check here and sign.



Signature

5/20/15

Date

Banda's Angels Volunteer Group and community would like to nominate Mr. Enrique Banda for recognition for all the hard work and dedication to the Glendale residents and City of Glendale employees. Mr. B was a passionate, genuine and honest man who served in the Korean War and when he returned to his hometown, Mr. B volunteered countless hours coaching youth and giving back to his community. Mr. B, a humble man that didn't ask for a dime but wanted to assist in keeping youth off the streets and out of danger. Mr. B left us his '**LEGACY**' that the community wants to continue. Mr. B was a long standing member of American Legion Post 29, volunteered to help the needy and many other organizations. Mr. B won the following awards for his countless hours of volunteering:

- 1996: Heroes Award for the State of Arizona from the Sporting Goods Manufacturers Association
- 1996: KPNX Channel 12 Hon Kachina Award
- 1996: National Coach of the Year Award from the National Youth Sport Coaches Association
- 1997: Volunteer of the Year Award from the Arizona Parks and Recreation Association
- 2005: Volunteer Award from the City of Glendale Parks and Recreation Department

Mr. B volunteered over 50 years of his life to bettering the lives of children by occupying their time with sports. There was no child left behind. The City of Glendale Parks and Recreation phoned Mr. B when a child needed equipment, registration fees or a team to play on. He has enhanced the well-being of all individuals that came down his path. His heart was with his tee-ballers and his Banda's Angels. This selfless man always made time for his players. Tee-ballers who didn't have a ride, Mr. B would pick up every single player to make sure they made it to practice or the game. Mr. B was a positive role model in my life because Mr. B would call me to see how my day was going. Mr. B would pick me up for dinner to catch up or stop by to see if I needed anything. There was nothing this man wouldn't have done for me or anyone in the community.

Mr. B was involved with Show Them a Better Way, which was an after school program that taught children about sports. It wasn't just about learning how to play a sport but more about

leadership, responsibility, and volunteering. Mr. B was loved by many in the community, and was the heart of Glendale that helped every cause. Mr. B got the community involved by having softball tournaments for families whose house had burned down: funeral cost, cancer victims, etc. A compassionate individual who touched Glendale's heart by never saying 'NO'. Glendale neighborhoods would pitch in what they could to make sure the tournament ran smoothly and all monies went to those families in need.

A wonderful man has given so much to our community that we formed Banda's Angels Volunteer Group. We help coordinate a softball tournament over the past 5 years in which all proceeds goes to scholarship for kids in Glendale that are economically challenged and don't have the means to pay for sports programs due to hardships. We have raised over \$15,000 to continue Mr. B's legacy that will continue assisting our youth and community.

Mr. B didn't live for the fame or recognition but lived to change the lives of youths. Mr. B's passion was coaching, a modest man coached 4 generations of community members who has graduated from college; are outstanding community members, leaders and extraordinary coaches. The community wants to continue his LEGACY by nominating Mr. B and giving a piece of Mr. B back to the community.

EXCERPT OF DRAFT MINUTES

CITY OF GLENDALE
PARKS AND RECREATION ADVISORY COMMISSION MEETING
GLENDALE MUNICIPAL OFFICE COMPLEX
5850 W. GLENDALE AVENUE – B3
June 8, 2015
6:00 P.M.

MEMBERS PRESENT: Barbara R. Cole, Chair
Manuel Padia, Vice Chair
Jeri Ann Soper
John Krystek
John Faris
Robert Irons
Manuel S. Padia, Jr.

OTHERS PRESENT: Erik Strunk, Director
Tim Barnard, Assistant Director
Mike Gregory, Parks, Recreation & Neighborhood Services Administrator
Michelle Yates, Neighborhood Services Coordinator
Councilmember Gary Sherwood
Members of Students Standing Together Against Tobacco – SSTAT
Adela Guerra, member of the public
Bobby Casares, member of the public

VI. RECOGNITION PLAQUE/SIGN AT ROSE LANE PARK

Mr. Gregory provided information regarding the City of Glendale Plaque and Renaming Guidelines which were formally adopted in September 2013. Mr. Gregory introduced Ms. Adela Guerra and Mr. Bobby Casares, citizens who were in attendance to present a request to rename the Rose Lane Park ballfield “Enrique Banda Field” and to also have an identifying sign at the backstop. The Commissioners received copies of the completed Parks Recognition Plaque Installation and Amenity Naming Application as well the design of a sample plaque.

Ms. Guerra and Mr. Casares provided information regarding Mr. Enrique Banda, which included the following information:

- Mr. Enrique Banda was a resident of Glendale for over 70 years and passed away in 2006.
- Mr. Banda was a genuine, humble man who volunteered for over 50 years of his life toward bettering the lives of children by occupying their time with sports. Mr. Banda helped countless children stay off the streets by keeping them in sports and after school programs.
- Mr. Banda won the following awards for his countless hours of volunteering:
 - 1996: Heroes Award for the State of Arizona from the Sporting Goods Manufacturers Association

- 1996: KPNX Channel 12 Hon Kachina Award
- 1996: National Coach of the Year Award from the National Youth Sports Coaches Association
- 1997: Volunteer of the Year Award from the Arizona Parks and Recreation Association
- 2005: Volunteer Award from the City of Glendale Parks and Recreation Department
- Mr. Banda was involved with Show Them a Better Way
- Mr. Banda coached Ms. Guerra and others on a very accomplished girls' softball team. He was very supportive of all the girls on the team as well as all of the other children he has mentored.
- In honor of Mr. Banda, Banda's Angels Volunteer Group was formed. Through organizing an annual softball tournament over the past 5 years, Banda's Angels has raised over \$15,000 to continue Mr. Banda's legacy of assisting the youth and community.
- The community wants to continue Mr. Banda's legacy by nominating him for park recognition and giving a piece of Mr. Banda back to the community.

Mr. Gregory announced that Banda's Angels has committed to ball field maintenance four times a month. Mr. Gregory commented that this would be a tall task which may have to be redefined.

The Commissioners agreed that staff should move forward with the renaming of the Rose Lane Park ballfield as "Enrique Banda Field". The Commission directed staff to return to an upcoming meeting with the design of the plaque and clear verbiage for formal review and approval.

	City of Glendale Parks and Recreation Division PLAQUE AND AMENITY NAMING GUIDELINES	No. 9.5
		Date Issued: 9/13/13
		Revised: 11.17.14

I. PURPOSE

The placement of plaques or naming of a park amenity after a person of community prominence is an appropriate method by which to honor individuals who have contributed to the betterment of Glendale and/or are of historical significance to the City.

The purpose of this is to provide the Parks, Recreation and Library Services Department with formal guidelines to evaluate and make recommendations to the appropriate board or commission, when requests to name a park amenity and/or install a plaque of recognition are received for consideration.

As defined, an “amenity” is an improvement located in a City park or facility. For illustrative purposes, an amenity may include the following: plazas that constitute a portion of a larger city park or facility; ramadas; paths, athletic facilities that are not enclosed structures or stand-alone City buildings; picnic areas; tot lots; play structures; hard courts; and trail segments.

A fully enclosed structure such as a City building with walls and roof (examples being community center, stand-alone gym, a warehouse, or stand-alone building housing a restroom and locker room) is more substantial than an “amenity” and would not be eligible.

II. GUIDELINES

Outside of the department’s “Dedicate a Tree” program, areas within a City park or recreation facility may be named in honor of a deserving or outstanding individual, group, or organization. In selecting such individuals, groups, or organizations, the following guidelines shall be followed:

1. Memorials, plaques or tributes should benefit the general public as a first priority with the benefit to the donor or honoree as a secondary goal.
2. The memorial, plaque or tribute shall not detract from the visitor’s experience or expectation, nor shall it impair the visual qualities of the site or be perceived as creating a proprietary interest.
3. An agreement will be consummated at the department-level to include responsibilities related to the memorial or plaque including but not limited to:
 - a. Installation costs including on-going upkeep. Installation costs will be non-refundable.
 - b. Replacement or repair costs. These shall be borne by the applicant.
 - c. The applicant shall enroll and be an active member of the Partners N’ Parks program. Under this program, the applicant will coordinate quarterly volunteer service days at the appropriate facility.

4. All memorial and plaque requests must be in writing and shall be referred to the Director of Parks, Recreation and Library Services and/or his/her designee. An application will be made available to the applicant.
5. The Director or his/her designee is responsible for evaluation of requests and the provision of a recommendation to the Commission as to whether the proposal should be accepted or rejected.
6. The Department reserves the right to terminate any contractual relationship should conditions arise during the life of the agreement that results in a conflict with this policy or if the agreement is no longer in the best interests of the Department. Decisions to terminate an agreement shall be made by the Director. Circumstances include, but may not be limited to the following:
 - a. The sponsor seeks to impose conditions that are inconsistent with the Department's mission, values, policies, and/or planning documents.
 - b. A conflict of interest or policy arises during the agreement period.
 - c. The potential sponsor is in litigation with the City of Glendale.
7. The Parks and Recreation Commission shall review and recommend all memorial and plaque requests to ensure all guidelines are met and adhered to. Once finalized and approved for recommendation, the request will then be forwarded to the City Council for final review and consideration.
8. Nothing in these guidelines shall prevent the ability of the City to deny and/or relocate any installed memorial(s) in the event of park redevelopment and/or other policy decisions of the City. Should this occur, every effort will be made to work with the impacted memorial sponsor to identify an appropriate alternate site. If no such suitable site can be identified, the director shall have the discretion to permanently remove the memorial.

III. EVALUTION CRITERIA

A formal application for the placement of plaques or naming of a park amenity after a person of community prominence shall be established by the department. The criteria that will be used to evaluate the approval/denial of such requests will be as follows:

1. General Criteria. Names of persons, groups, or organizations having a longstanding affiliation with the City of not less than ten (10) or more years of significant community service, involvement, or contributions beyond the ordinary interest level whose efforts have:
 - a. Enhanced the quality of life and well-being of City residents;
 - b. Made significant contributions to the City's history or culture;
 - c. Made exemplary or meritorious contributions to the City or its residents;

- d. Contributed to the acquisition, development, or conveyance of park or recreational land, buildings, structures, or other such amenities to the City or community.
2. Deceased Persons. To be considered for a placement of plaques or naming of a park amenity, an individual must have been deceased for at least five (5) years. Such individuals may include:
- a. Historic persons.
 - b. National and/or local heroes. Those who have given outstanding service to mankind or who have worked over and above any ordinary interest level. A resident of Glendale, who has attained local, state, or national recognition for parks and recreation work or work in the areas of public safety or public health, as appropriate to the facility, would be highly acceptable.

Authorized by: _____



Director

Date: November 18, 2014



Legislation Description

File #: 15-580, Version: 1

AWARD OF CONTRACT TO COMMERCIAL CLEANING SYSTEMS FOR COMMUNITY SERVICES FACILITIES

Staff Contact: Erik Strunk, Director, Community Services

Purpose and Recommended Action

This is a request for City Council to authorize the Acting City Manager to enter into a two-year professional services agreement with Commercial Cleaning Systems (CCS) for an annual amount not to exceed \$287,448 for basic custodial services for various Community Service Department facilities. This agreement also contains three (3), one-year administrative renewal periods not to exceed \$287,448 per year, at the discretion of the City Manager.

Background

The Community Services Department manages several parks and facilities that require custodial services. For example, the three public library branches are visited by nearly 640,000 persons each year and require regular janitorial services for its public restrooms, meeting rooms, offices, reading areas, and all public areas. As a result, each of the library branches is cleaned on a daily basis to ensure the cleanliness of the facilities (the libraries are collectively open to the public 114 hours per week). In total, the three libraries have 115,000 square feet of interior space that requires ongoing custodial services.

The Foothills Recreation and Aquatics Center (FRAC) is visited by over 330,000 visitors each year, is open a total of 94.5 hours per week and has 36,169 square feet of interior space in need of continual custodial service. The facility has a daily custodial cleaning, with the bulk of it occurring seven nights a week after its normal closing time. As the majority of visitors to the FRAC pay daily and/or annual membership fees, patrons expect a well-maintained and clean facility as a part of their membership fees.

In addition to the three public libraries and the FRAC, the department is also responsible for 21 different park restroom facilities in 15 different parks throughout the City. Each of these is located in parks that are heavily used (i.e. - Bonsall Park North, Heroes Regional Park, Foothills Regional Park, the outdoor restroom facilities at Murphy Park, Sahuaro Ranch Park, the Paseo Sports Complex, etc.) and require daily servicing when the parks are closed. The total square footage of the 21 restrooms is approximately 10,912 square feet of interior space.

Analysis

Due to the unique custodial needs of the FRAC and the outdoor restroom facilities, the Community Services Department was encouraged by the Field Operations Department in 2013 to integrate and outsource the custodial needs of these two areas with those of the Glendale Public Library. Subsequently, RFP #14-12 was awarded to CareTakers Building Maintenance, LLC, on April 8, 2014 to provide custodial services for all three

areas. However, due to documented performance issues, the contract with CareTakers Building Maintenance, LLC, was not extended beyond the initial one-year contract period. As a result, a RFP 15-70 was issued in June of 2015 and 11 responses were received. After review and consideration, CCS was deemed the most responsive bidder and is being recommended for award of contract.

If approved by Council, the proposed agreement will be a two (2) year initial term, with three (3), one-year administrative renewal periods not to exceed \$287,448 per year, at the discretion of the City Manager. The proposed agreement includes an annual fee of all basic custodial services, paper products and related supplies totaling \$246,384. In addition, the proposed agreement with CCS will include funding in up to an amount not to exceed \$41,064 for the provision of emergency custodial services as needed (i.e. - ill patrons, special events, etc.).

Previous Related Council Action

On April 8, 2014, the City Council approved an agreement with CareTakers Building Maintenance, LLC, for the same custodial services. The initial term of this agreement was for one year, with four (4) additional one-year terms. Due to documented performance issues, this contract was not extended past the initial one-year period.

Community Benefit/Public Involvement

Custodial services are necessary to comply with state health codes, the proper maintenance of public facilities, and to ensure Glendale’s facilities meet the needs and expectations of the community. Without daily custodial services at these public sites, the facilities and restrooms would become un-kept and unsanitary, resulting in a loss of patronage and ultimately revenue.

Budget and Financial Impacts

The proposed contract with CCS will not exceed \$287,448 for custodial services at the three libraries, the Foothills Recreation and Aquatics Center and 15 outdoor park locations. Funds are budgeted and available for these services.

Cost	Fund-Department-Account
\$61,560	1000-13040-518200, Parks Maintenance Professional & Contractual
\$150,000	1000-15220-518200, Library Professional & Contractual
\$75,888	1000-14720-518200, Foothills Recreation Center Professional & Contractual

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

**AGREEMENT FOR
COMMERCIAL CLEANING SYSTEMS
FOR CUSTODIAL SERVICES
City of Glendale Solicitation No. RFP 15-70**

This Agreement for Custodial Services ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and Commercial Cleaning Systems, a Colorado corporation (the "Contractor"), as of the ____ day of _____, 2015.

RECITALS

- A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, pursuant to Solicitation No. RFP 15-70 (the "Project");
- B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project attached hereto;
- C. City and Contractor desire to memorialize their agreement with this document.

AGREEMENT

In consideration of the Recitals, which are confirmed as true and correct and incorporated by this reference, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, City and Contractor agree as follows:

1. Key Personnel; Sub-contractors.

- 1.1 Services. Contractor will provide all services necessary to assure the Project is completed timely and efficiently consistent with Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other contractors or consultants, retained by City.
- 1.2 Project Team.
 - a. Project Manager.
 - (1) Contractor will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's option, complete the Project and handle all aspects of the Project such that the work produced by Contractor is consistent with applicable standards as detailed in this Agreement;
 - (2) The City must approve the designated Project Manager; and
 - (3) To assure the Project schedule is met, Project Manager may be required to devote no less than a specific amount of time as set out in Exhibit A.
 - b. Project Team.
 - (1) The Project Manager and all other employees assigned to the project by Contractor will comprise the "Project Team."
 - (2) Project Manager will have responsibility for and will supervise all other employees assigned to the Project by Contractor.
 - c. Discharge, Reassign, Replacement.
 - (1) Contractor acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in the response to the Project's solicitation.

- (2) Contractor will not discharge, reassign or replace or diminish the responsibilities of any of the employees assigned to the Project who have been approved by City without City's prior written consent unless that person leaves the employment of Contractor, in which event the substitute must first be approved in writing by City.
- (3) Contractor will change any of the members of the Project Team at the City's request if an employee's performance does not equal or exceed the level of competence that the City may reasonably expect of a person performing those duties or if the acts or omissions of that person are detrimental to the development of the Project.

d. Sub-contractors.

- (1) Contractor may engage specific technical contractor (each a "Sub-contractor") to furnish certain service functions.
- (2) Contractor will remain fully responsible for Sub-contractor's services.
- (3) Sub-contractors must be approved by the City, unless the Sub-contractor was previously mentioned in the response to the solicitation.
- (4) Contractor shall certify by letter that contracts with Sub-contractors have been executed incorporating requirements and standards as set forth in this Agreement.

2. **Schedule.** The services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project.

3. **Contractor's Work.**

3.1 Standard. Contractor must perform services in accordance with the standards of due diligence, care, and quality prevailing among contractors having substantial experience with the successful furnishing of services for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.

3.2 Licensing. Contractor warrants that:

- a. Contractor and Sub-contractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of services ("Approvals"); and
- b. Neither Contractor nor any Sub-contractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").
 - (1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments or to examine Contractor's contracting ability.
 - (2) Contractor must notify City immediately if any Approvals or Debarment changes during the Agreement's duration and the failure of the Contractor to notify City as required will constitute a material default under the Agreement.

3.3 Compliance. Services will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by City.

Contractor must not discriminate against any employee or applicant for employment on the basis race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

3.4 Coordination; Interaction.

- a. For projects that the City believes requires the coordination of various professional services, Contractor will work in close consultation with City to proactively interact with any other professionals retained by City on the Project ("Coordinating Project Professionals").
- b. Subject to any limitations expressly stated in the Project Budget, Contractor will meet to review the Project, Schedule, Project Budget, and in-progress work with Coordinating Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.
- c. For projects not involving Coordinating Project Professionals, Contractor will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

3.5 Work Product.

- a. Ownership. Upon receipt of payment for services furnished, Contractor grants to City, and will cause its Sub-contractors to grant to the City, the exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.*, and other intellectual work product as may be applicable ("Work Product").
 - (1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.
 - (2) Contractor warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.
- b. Delivery. Contractor will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.
- c. City Use.
 - (1) City may reuse the Work Product at its sole discretion.
 - (2) In the event the Work Product is used for another project without further consultations with Contractor, the City agrees to indemnify and hold Contractor harmless from any claim arising out of the Work Product.
 - (3) In such case, City shall also remove any seal and title block from the Work Product.

4. **Compensation for the Project.**

- 4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed \$287,448, and Contractor will include a performance bond in the amount of \$72,000 as specifically detailed in **Exhibit B** (the "Compensation").
- 4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated scope of services as outlined in the Project is significantly modified.
 - a. Adjustments to the Compensation require a written amendment to this Agreement and may require City Council approval.
 - b. Additional services which are outside the scope of the Project contained in this Agreement may not be performed by the Contractor without prior written authorization from the City.
 - c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in

the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.

5. Billings and Payment.

5.1 Applications.

- a. Contractor will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.
- b. The period covered by each Payment Application will be one calendar month ending on the last day of the month or as specified in the solicitation.

5.2 Payment.

- a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.
- b. Payment may be subject to or conditioned upon City's receipt of:
 - (1) Completed work generated by Contractor and its Sub-contractors; and
 - (2) Unconditional waivers and releases on final payment from Sub-contractors as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

5.3 Review and Withholding. City's Project Manager will timely review and certify Payment Applications.

- a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.
- b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

6. Termination.

6.1 For Convenience. City may terminate all or part of this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than thirty (30) days following the date of delivery.

- a. Contractor will be equitably compensated for Goods or Services furnished prior to receipt of the termination notice and for reasonable costs incurred.
- b. Contractor will also be similarly compensated for any approved effort expended and approved costs incurred that are directly associated with project closeout and delivery of the required items to the City.

6.2 For Cause. City may terminate this Agreement for cause if Contractor fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

- a. Contractor will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Contractor for Service and Repair furnished, City will pay the amount due to Contractor, less City's damages, in accordance with the provision of § 5.
- b. If City's direct damages exceed amounts otherwise due to Contractor, Contractor must pay the difference to City immediately upon demand; however, Contractor will not be subject to consequential damages of more than \$1,000,000 or the amount of this Agreement, whichever is greater.

7. **Conflict.** Contractor acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.

8. **Insurance.**

8.1 Requirements. Contractor must obtain and maintain the following insurance ("Required Insurance"):

- a. Contractor and Sub-contractors. Contractor, and each Sub-contractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively referred to herein as the "Contractor's Policies"), until each Party's obligations under this Agreement are completed.
- b. General Liability.
 - (1) Contractor must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate for each property damage and contractual property damage.
 - (2) Sub-contractors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least \$1,000,000 per occurrence.
 - (3) This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, XCU hazards if requested by the City, and a separation of insurance provision.
 - (4) These limits may be met through a combination of primary and excess liability coverage.
- c. Auto. A business auto policy providing a liability limit of at least \$1,000,000 per accident for Contractor and \$1,000,000 per accident for Sub-contractors and covering owned, non-owned and hired automobiles.
- d. Workers' Compensation and Employer's Liability. A workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.
- e. Notice of Changes. Contractor's Policies must provide for not less than 30 days' advance written notice to City Representative of:
 - (1) Cancellation or termination of Contractor or Sub-contractor's Policies;
 - (2) Reduction of the coverage limits of any of Contractor or and Sub-contractor's Policies; and
 - (3) Any other material modification of Contractor or Sub-contractor's Policies related to this Agreement.
- f. Certificates of Insurance.
 - (1) Within 10 business days after the execution of the Agreement, Contractor must deliver to City Representative certificates of insurance for each of Contractor and Sub-contractor's Policies, which will confirm the existence or issuance of Contractor and Sub-contractor's Policies in accordance with the provisions of this section, and copies of the endorsements of Contractor and Sub-contractor's Policies in accordance with the provisions of this section.
 - (2) City is and will be under no obligation either to ascertain or confirm the existence or issuance of Contractor and Sub-contractor's Policies, or to examine Contractor and Sub-contractor's Policies, or to inform Contractor or Sub-contractor in the event that any coverage does not comply with the requirements of this section.

- (3) Contractor's failure to secure and maintain Contractor Policies and to assure Sub-contractor policies as required will constitute a material default under the Agreement.
- g. Other Contractors or Vendors.
 - (1) Other contractors or vendors that may be contracted with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular contract.
 - (2) This insurance coverage must comply with the requirements set forth above for Contractor's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance).
- h. Policies. Except with respect to workers' compensation and employer's liability coverages, City must be named and properly endorsed as additional insureds on all liability policies required by this section.
 - (1) The coverage extended to additional insureds must be primary and must not contribute with any insurance or self insurance policies or programs maintained by the additional insureds.
 - (2) All insurance policies obtained pursuant to this section must be with companies legally authorized to do business in the State of Arizona and reasonably acceptable to all parties.

8.2 Sub-contractors.

- a. Contractor must also cause its Sub-contractors to obtain and maintain the Required Insurance.
- b. City may consider waiving these insurance requirements for a specific Sub-contractor if City is satisfied the amounts required are not commercially available to the Sub-contractor and the insurance the Sub-contractor does have is appropriate for the Sub-contractor's work under this Agreement.
- c. Contractor and Sub-contractors must provide to the City proof of the Required Insurance whenever requested.

8.3 Indemnification.

- a. To the fullest extent permitted by law, Contractor must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties"), for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense"; collectively, "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Contractor) and that arises out of or results from the breach of this Agreement by the Contractor or the Contractor's negligent actions, errors or omissions (including any Sub-contractor or other person or firm employed by Contractor), whether sustained before or after completion of the Project.
- b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Contractor shall be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Contractor or of any person or entity for whom Contractor is responsible.

- c. Contractor is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

9. Immigration Law Compliance.

- 9.1 Contractor, and on behalf of any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.
- 9.2 Any breach of warranty under subsection 9.1 above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.
- 9.3 City retains the legal right to inspect the papers of any Contractor or subcontractor employee who performs work under this Agreement to ensure that the Contractor or any subcontractor is compliant with the warranty under subsection 9.1 above.
- 9.4 City may conduct random inspections, and upon request of City, Contractor shall provide copies of papers and records of Contractor demonstrating continued compliance with the warranty under subsection 9.1 above. Contractor agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this section.
- 9.5 Contractor agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon Contractor and expressly accrue those obligations directly to the benefit of the City. Contractor also agrees to require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.
- 9.6 Contractor's warranty and obligations under this section to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.
- 9.7 The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

10. Notices.

- 10.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:
 - a. The Notice is in writing; and
 - b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested); and
 - c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:
 - (1) Received on a business day, or before 5:00 p.m., at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service on or before 5:00 p.m.; or
 - (2) As of the next business day after receipt, if received after 5:00 p.m.
 - d. The burden of proof of the place and time of delivery is upon the Party giving the Notice; and
 - e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

10.2 Representatives.

- a. Contractor. Contractor's representative (the "Contractor's Representative") authorized to act on Contractor's behalf with respect to the Project, and his or her address for Notice delivery is:

Commercial Cleaning Systems
c/o Titus Gardner
17602 N. Black Canyon, Suite 108
Phoenix, AZ, 85053

- b. City. City's representative ("City's Representative") authorized to act on City's behalf, and his or her address for Notice delivery is:

City of Glendale
c/o Cameron Dewaele, Management Assistant
5959 W. Brown St
Glendale, Arizona 85301
623-930-2824

With required copy to:

City Manager
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

City Attorney
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

- c. Concurrent Notices.

- (1) All notices to City's representative must be given concurrently to City Manager and City Attorney.
- (2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by City Manager and City Attorney.
- (3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Contractor identifying the designee(s) and their respective addresses for notices.

- d. Changes. Contractor or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

11. Financing Assignment. City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.

12. Entire Agreement; Survival; Counterparts; Signatures.

12.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and Contractor and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.

- a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
- b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.
- c. The solicitation, any addendums and the response submitted by the Contractor are incorporated into this Agreement as if attached hereto. Any Contractor response modifies the original solicitation as stated. Inconsistencies between the solicitation, any addendums

and the response or any excerpts attached as Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.

12.2 Interpretation.

- a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.
- b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.
- c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

12.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.

12.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval. Electronic signature blocks do not constitute execution.

12.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.

12.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be deemed reformed to conform to applicable law.

12.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

13. **Term.** The term of this Agreement commences upon the effective date and continues for a two (2)-year initial period. The City may, at its option and with the approval of the Contractor, extend the term of this Agreement an additional three (3) years, renewable on an annual basis. Contractor will be notified in writing by the City of its intent to extend the Agreement period at least thirty (30) calendar days prior to the expiration of the original or any renewal Agreement period. Price adjustments will only be reviewed during the Agreement renewal period and will be a determining factor for any renewal. There are no automatic renewals of this Agreement.

14. **Dispute Resolution.** Each claim, controversy and dispute (each a "Dispute") between Contractor and City will be resolved in accordance with Exhibit C. The final determination will be made by the City.

15. **Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A	Project
Exhibit B	Compensation
Exhibit C	Dispute Resolution

(Signatures appear on the following page.)

The parties enter into this Agreement as of the effective date shown above.

City of Glendale,
an Arizona municipal corporation

By: Richard A. Bowers
Its: Acting City Manager

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

Commercial Cleaning Systems,
a Colorado corporation



By: Titus Gardner
Its: Vice President

EXHIBIT A
AGREEMENT FOR CUSTODIAL SERVICES
PROJECT

PROJECT

The selected Contractor will provide all-inclusive custodial services to various City facilities, including three (3) libraries, the Foothills Recreation and Aquatics Center, and fifteen (15) other parks and recreation facilities, all as set forth in Solicitation Number RFP 15-70. The Contractor may be asked to provide additional services on an "as needed" basis.

	<p>City of Glendale Materials Management Solicitation Number: RFP 15-70 CUSTODIAL SERVICES FOR COMMUNITY SERVICES</p>	<p>CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</p>
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1.0 SPECIFICATIONS

The following specifications are an explicit part of the solicitation and any offer received by the Contractor in response to this RFP.

1.1 PURPOSE: Pursuant to provisions contained in this document, the City of Glendale (COG) intends to establish a contract for: **Custodial Services for Community Services.**

The COG is seeking proposals from qualified Contractors to provide complete custodial services for 19 locations. These locations are separated into three (3) facilities with each having its own contract administrator as follows:

FOOTHILLS RECREATION & AQUATICS CENTER (FRAC)

Administrator: Jackie Anderson Email: JAnderson@glendaleaz.com

1. Foothills Recreation & Aquatics Center, 5600 West Union Hills Dr., 85308

LIBRARIES Administrator: Mike Beck Email: MBeck@glendaleaz.com

1. Glendale Main Library, 5959 West Brown
2. Foothills Branch Library, 19055 North 57th Drive
3. Velma Teague Branch Library, 7010 North 58th Avenue

PARK MAINTENANCE Administrator: Eugene Kraus

Email: EKraus@glendaleaz.com

1. Bonsall South, 5840 West Bethany Home Road
2. Bonsall North 5821 West Bethany Home Road
3. Cholla, 5306 West Cholla Avenue
4. Foothills Ballfields, 19021 North 59th Avenue
5. Glendale Heroes Regional Park, 6101 North 83rd Avenue
6. Lions Ballfield, 7601 North 63rd Avenue
7. Murphy, 7010 North 58th Drive
8. O'Neil, 6448 West Missouri Avenue
9. Paseo Racquet Center Ballfields, 6268 West Thunderbird Road
10. Rose Lane Ballfield, 4917 West Marlette Avenue
11. Sahuaro Ranch, 9802 North 59th Avenue
12. Sands, 5430 West Orangewood Avenue
13. Thunderbird Conservation Park, 22600 North 59th Avenue
14. Thunderbird Paseo @ 67th Avenue and Arizona Canal Diversion Channel
15. Thunderbird Paseo @ 59th Avenue and Arizona Canal Diversion Channel

EXHIBIT B
AGREEMENT FOR CUSTODIAL SERVICES
COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

Billings for services rendered on a monthly basis together with applicable documentation as directed by the City's Contract Administrator.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed \$287,448 annually, and be in accordance with available City budget. Contractor is not guaranteed \$287,448.

DETAILED PROJECT COMPENSATION

Fees for annual services included in the base service are \$246,384 plus hourly rates for additional services included on the Price Sheet which the city has current budgeted funding of an additional \$41,064.

The Contractor must also provide to the City a Performance Bond in the amount of \$72,000 (25% of \$288,000.00)



SOLICITATION NUMBER: 15-70
DESCRIPTION: CUSTODIAL SERVICES FOR COMMUNITY SERVICES
DUE DATE AND TIME: July 23, 2015 @ 5:00 PM (Local Time)

Best and Final Offers must be submitted in a sealed envelope with the Solicitation Number, Description and the Due Date clearly labeled, as cited above. Also included shall be the Offeror's name and address clearly indicated on the envelope. For the purposes of this solicitation, Best and Final Offers may be submitted via email in a pdf (ADOBE) format.

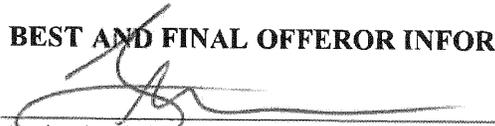
Please label the file as "RFP 15-70 – *Name of Offeror* – BAFO Custodial Services for Community Services

Please submit your response to: **Crista Clevenger at CClevenger@glendaleaz.com**

Best and Final Offers must be in the actual possession of Materials Management on or prior to the time and date, and at the location indicated. Materials Management is located on the third (3rd) floor of the Glendale Municipal Office Complex (City Hall), 5850 West Glendale Avenue, Suite 317, Glendale, Arizona, 85301.

Best and Final Offers are accepted at the Engineering Department's front counter between the hours of 8:00 AM and 5:00 PM, Monday through Friday unless otherwise indicated for a Holiday. The Best and Final Offer submittals will be time stamped at the Engineering Department's front counter.

BEST AND FINAL OFFEROR INFORMATION:

 Authorized Signature	Commercial Cleaning Systems Company's Legal Name
Titus Gardner Printed Name	17602 N. Black Canyon Hwy., Suite 108 Address
Vice President/ General Manager Title	Phoenix, AZ 85053 City, State & Zip Code
602-404-3400 Telephone Number	602-404-3488 FAX Number
7-23-2015 Date	tgardner@commercialcleaningsystems.net E-mail Address

July 20, 2015

BEST AND FINAL OFFER (BAFO)

The City of Glendale evaluation committee has evaluated your proposal in response to **RFP 15-70 Custodial Services for Community Services**. This is to inform you that after the clarification interview, we have selected your company as one of the Offeror's to proceed to the "Best and Final Offer" phase of the evaluation process.

The City of Glendale ("City") is asking that Offeror's provide (no later than the due date and time indicated) a response to the following request. The BAFO will be evaluated as an adjustment to the Offeror's scores on their original proposal response. If an Offeror does not submit a Best and Final Offer, its previous offer will be considered as its Best and Final Offer.

BAFO COST

6.0 Offeror shall enter their BEST AND FINAL COST based on all items defined in the Scope of Services. Please complete and return the following Exhibit A.

*****ALL PRICING SHALL INCLUDE COSTS FOR ALL PAPER & CLEANING PRODUCTS PER SECTION 1.2 SCOPE OF WORK, AND SHALL INCLUDE COSTS FOR 43 HOURS PER WEEK OF CUSTODIAL SERVICES AT THE MAIN LIBRARY PER SECTION 1.6.2.2 AND 26 HOURS PER WEEK FOR 10 WEEKS OF DAY PORTER SERVICE AT Foothills Recreation & Aquatics Center per Exhibit A*****

We look forward to receiving your response by the time and date indicated on the previous page. Please notify me should you have any questions. Discussions with other City of Glendale staff regarding this solicitation are prohibited.

Crista Clevenger

City of Glendale
Materials Management
5850 W. Glendale Avenue, Ste. 317
623-930-2865
CClevenger@glendaleaz.com

BEST AND FINAL OFFER

Exhibit A

CUSTODIAL SERVICES SERVICE LEVEL FREQUENCY FORM

Foothills Recreation & Aquatics Center

BASIC SERVICES	FREQUENCY		
	DAILY	WEEKLY	MONTHLY
ALL AREAS			
Floors/Carpeted			
Vacuum all carpet (under desks, tables, chairs)	X		
Remove debris and vacuum traffic areas	X		
Spot clean carpets		X	As needed
Floors/Non-Carpeted, Stairways			
Dust mop and follow with wet mop	X		
Burnish floors that are coated with a floor finish, to restore luster, and dust mop afterwards			X
Machine scrub all hard floor surface and apply floor finish. Burnish floors with floor finish to luster.			X
Clean baseboards/cove base on floor areas. Including, exercise studios, class room hallways, classrooms			X
Stairs and Stairwells: Remove lint, cobwebs, debris, dirt and mud from landings, steps, sweep and mop floors, corners and ceilings. Clean handrails and contact points to remove dirt, dust and grime.	X		
Doors			
Wipe down gun locker outside front entrance		X	
Dust outside frame work around entrance doors		X	
Clean all glass doors and entrance side glass	X		
Stainless Steel/metal Surfaces - All kick plates, doors, partitions, etc. Clean and polish (leaving no streaks). Roll up window to kitchen.		X	
Front Entrance-Outside			
Sweep or blow from entrance to handicap parking		X	
Empty garbage cans and replace liners at entrance. Include the single can across from handicap slots.	X		
Empty ashtray receptacles at front of Center	X		
Chairs, Table Tops & Conference Room			
Spot clean upholstery		X	
Non-upholstered chairs (legs, arms of chairs and surface areas) - disinfect		X	
Tables - Disinfect all table tops	X		
Water Fountains - Clean, Disinfect, Polish (including 1 fountain on pool deck)	X		
Trash & Recycle Containers-Indoors			
Empty all containers (liners as needed)	X		
Place recycle materials in Service Entrance bins	X		
Damp clean exterior of containers in program areas		X	
Multiple Ledges, Counter Tops - Damp clean	X		
Dusting - All dusting as high as tools will reach		X	

**CUSTODIAL SERVICES
SERVICE LEVEL FREQUENCY FORM**

Foothills Recreation & Aquatics Center

BASIC SERVICES	FREQUENCY		
	DAILY	WEEKLY	MONTHLY
Dust - wipe dust accumulation on picture frames, photographs, white boards, bulletin boards			X
HVAC - Maintain clean HVAC supply and return vents.			X
WALLS - Remove lint and cobwebs on walls, ceilings and corners as high as tools will reach			X
Rest Rooms/Locker Rooms/ Showers/Family Changing Rooms			
Doors - clean and disinfect		X	
Sweep or vacuum all dirt and debris	X		
Wet mop and disinfect	X		
Clean floor drain covers. Remove hair & debris	X		
Clean and sanitize stalls, commodes and urinals	X		
Clean mirrors and shelves	X		
Wash walls surrounding urinal & toilet partitions		X	
Clean sinks and chrome, fill foam dispensers	X		
Clean and fill napkin disposal and change liner	X		
Fill toilet paper dispensers	X		
Spot clean ceramic tile around sinks and toilets		X	
Empty trash containers, replace liners	X		
Fill and damp clean seat cover dispenser	X		
Damp clean exterior of trash containers		X	
Clean shelf unit in shower area. Both locker rooms.		X	
Clean and sanitize showers	X		
Mop locker room and shower floors	X		
Deep clean/sanitize Locker room floors & shower stalls		X	
Lifeguard House			
Clean floors		X	
Empty garbage and replace liners as needed	X		
Racquetball Courts (3)			
Windex glass walls as high as the tool will reach	X		
Damp mop nightly	X		
Elevators (2)			
Stainless steel surfaces wiped free of marks/hand prints, floor cleaned, touch points disinfected	X		
Heavy scrubbing showers to remove soap scum, including shower curtains, to prevent mold		X	
Lockers: Damp clean exterior of facility lockers		X	
Treat toilets with heavy duty cleaner disinfectant		X	
Machine scrub floors to clean grout. Burnish floors with floor finish.			X

**CUSTODIAL SERVICES
SERVICE LEVEL FREQUENCY FORM**

Foothills Recreation & Aquatics Center

BASIC SERVICES	FREQUENCY		
	DAILY	WEEKLY	MONTHLY
Catering Kitchen and Teaching Kitchen			
Wipe down stainless steel counters as needed		X	Check daily. Complete as needed.
Sweep and mop floors as needed.		X	Check daily. Complete as needed.
Empty all garbage containers and replace liners	X		
Community Rooms, Conference Room, Break Room, Offices, Lobby and Hallways			
Empty Wastebaskets (change liners as needed)	X		
Clean ledges and counter tops (damp cloth)	X		
Wipe table tops of any tables set up.	X		
Wipe all door handles in areas.	X		
Vacuum carpet thoroughly	X		
Clean sinks-Jackrabbit, Squirrel & Break Room	X		
Damp clean exterior of trash containers		X	
Spot clean interior windows as high as tool reaches	X		
Sweep/mop all floor surfaces	X		
Clean exterior surfaces of break room/lounge appliances. City staff responsible for refrigerators.		X	
Childcare Center (Turtle Club)			
Vacuum carpet thoroughly	X		No cleaning Sunday night
Clean individual restroom	X		No cleaning Sunday night
Empty wastebaskets (change liners as needed)	X		No cleaning Sunday night
Interior glass surfaces-windows, Exercise Studios A&B mirrors, as high as tool reaches			
Clean all glass/mirrors and dust ledges around glass		X	
Fitness Center Restrooms			
Doors - clean and disinfect		X	
Sweep or vacuum all dirt and debris	X		
Wet mop and disinfect	X		
Clean and sanitize stalls, commodes and urinals	X		
Clean mirrors and shelves	X		
Wash walls surrounding urinal & toilet partitions		X	
Fitness Center Restrooms Continued			
Clean sinks and chrome, fill foam dispensers	X		
Clean and fill napkin disposal and change liner	X		
Fill toilet paper dispensers	X		
Spot clean ceramic tile around sinks and toilets		X	
Empty trash containers, replace liners	X		
Fill and damp clean seat cover dispenser	X		
Empty trash in Fitness Office	X		

**CUSTODIAL SERVICES
SERVICE LEVEL FREQUENCY FORM**

Foothills Recreation & Aquatics Center

BASIC SERVICES	FREQUENCY		
	DAILY	WEEKLY	MONTHLY
Damp clean exterior of trash containers		X	
Activity Room (Game Room)			
Vacuum carpet, empty trash, replace liners, dust ledges, clean all glass surfaces as high as tools allow.	X		
To Provide:			
Seat covers, garbage can liners, regular size toilet paper rolls (32 holders), and daily cleaning products to complete the outlined work.	X		
Day Porter Services (Summer 10 weeks)			
Monday-Saturday (4 hours daily), Sundays 2 hours. Restrooms, mop high traffic areas, remove trash, clean lobby table tops, clean locker room (depending on sex of employee), basic cleaning as needed.	X		
ADDITIONAL REQUIRED SERVICES	FREQUENCY		
Windows Exterior - As high as tools will reach	2 times per year		
Walls - deep clean (restrooms/showers/locker rooms)	2 times per year		
Kitchen Appliances - Deep Clean	2 times per year		
Main Kitchen Exhaust Unit - Deep Clean	Annually		
Scrub/deep clean all epoxy floors	3 times per year		
Scrub and clean all carpeted surfaces	3 times per year		
Wax Linoleum in classrooms, meeting rooms	3 times per year		
FLOORING REQUIREMENTS			
Note: On-site Contract Supervisor will schedule all deep cleaning of flooring (carpeted or non-carpeted). The work schedule will be completed to work around programming.			

COST SUMMARY				
SERVICE	FREQUENCY	MONTHLY COST	ESTIMATED HOURS PER SERVICE	ANNUAL CONTRACT AMOUNT (FRAC)
Basic Services	MONTHS - Times 12	\$ 5,270		\$ 63,240
OPTIONAL SERVICES				
Emergency Service - Clean		AS REQUESTED (per hour)	\$ 35.00	per hour

**CUSTODIAL SERVICES
SERVICE LEVEL FREQUENCY FORM**

City Libraries

BASIC SERVICES	FREQUENCY			
	DAILY	WEEKLY	MONTHLY	
ALL AREAS				
Floors/Carpeted				
Vacuum all carpet (under desks, tables, chairs, elevators, entry mats)	X			
Broom or vacuum all corners and edges to remove all dirt and dust	X			
Spot clean carpet	X			
Floors/Non-Carpeted, Stairways				
Dry Mop	X			
Wet Mop	X			
Buff/Polish floors per manufacturer's standards to retain a uniform bright appearance. Wipe clean baseboards after floor care			X	
Machine scrub all hard floor surface and apply floor finish. Burnish floors with floor finish to luster.			X	
Stairs and Stairwells: Remove lint, cobwebs, debris, dirt and mud from landings, steps, sweep and mop floors, walls corners and ceilings. Clean handrails and contact points to remove dirt, dust and grime		X		
Doors				
Clean all glass doors and entrance side glasses	X			
Stainless Steel/metal Surfaces - All kick plates, doors, partitions, etc. Clean and polish (leaving no streaks). Roll up window to kitchen.		X		
Exterior Walks				
Sweep or blow 50 feet from entrances.		X		
Wet Mop		X		
Entry Mats - Clean under mats, shampoo entry walk off mats, return to original locations		X		
Empty ashtray receptacles, sift and replace sand	X			
Sofas, Chairs, and Gallery Furniture, Office Chairs & Conference Areas				
Vacuum upholstery thoroughly, shampoo as needed			X	
Non-upholstered areas (legs, arms of chairs and surface areas) - wet clean or polish			X	
Water Fountains - Clean, Disinfect and Polish	X			
Light Switches - Clean, Disinfect and Polish		X		
Baseboards - Clean, remove heel marks and soil			X	

**CUSTODIAL SERVICES
SERVICE LEVEL FREQUENCY FORM**

City Libraries

BASIC SERVICES	FREQUENCY			
	DAILY	WEEKLY	MONTHLY	
Trash & Recycle Containers				
Empty containers (change liners as needed)	X			
Damp clean exterior of containers		X		
Miscellaneous				
Public Telephone, Ledges, Counter Tops, Book Shelving, Book Spins, Magazines, Cassette Boxes, Newspaper Cases, Filing Cabinets - Dust, damp clean and polish, tops sides and bottoms			X	
Dusting - Low dust (to 6 foot height) including bookshelves, books feather dusted			X	
Dusting - high/low dust all fixtures			X	
Wood Furniture - Clean and wax all wood furniture including, end tables, end panels, on the bookshelves, Pac Pods, reference desks, circulation desk, public desk and shelving. Exclude office desks.			X	
Dust - wipe dust accumulation on wall art, sculptures, photographs, white boards and bulletin boards.			X	
HVAC - Vacuum and clean HVAC supply and return vents, surrounding ceiling tiles within four-foot perimeter of vent. Scrub as needed			X	
WALLS - Spot clean, remove lint and cobwebs on walls, ceilings and corners and where present. Clean all light panels as needed	X			
Rest Rooms/Family Changing Rooms				
Doors - clean and disinfect	X			
Sweep or vacuum all dirt and debris	X			
Wet mop and disinfect	X			
Clean floor drain cover	X			
Clean and disinfect stalls, commodes and urinals	X			
Clean mirrors and shelves	X			
Wash urinals, walls surrounding urinal & toilet partitions	X			
Clean sinks and chrome, fill soap dispensers	X			
Clean and fill napkin disposal and change liner	X			
Fill toilet paper dispenser	X			
Spot clean walls, pipe fixtures	X			
Spot clean ceramic tile/concrete walls, removing stains, heavy soils, graffiti, or other foreign material	X			
Fill and damp clean seat cover dispenser	X			

**CUSTODIAL SERVICES
SERVICE LEVEL FREQUENCY FORM**

City Libraries

BASIC SERVICES	FREQUENCY			
	DAILY	WEEKLY	MONTHLY	
Provide deodorizer or air freshener to combat smells	X			
Treat toilets with heavy duty cleaner disinfectant		X		
Treat all floor drains - 1 gallon of water and disinfect		X		
Machine scrub floors with disinfectant and grout, apply floor finish as directed. Burnish floors with floor finish.		X		
WALLS - Remove lint and cobwebs on walls, ceilings and corners and where present. Clean all light panels as needed			X	
Kitchens, Lounges, Community Rooms, Conference Rooms, Lobbies and Hallways (Exclude Childcare area)				
Clean exterior surfaces of break room/lounge appliances. City staff responsible for refrigerators.			X	
Glass Walls Interior/Exterior, windows, room partitions, doors, Glass windows				
Dust Dry Mop		X		
Spot Wet Mop		X		
Glass surfaces, doors handles, spot clean walls non-material partitions and cubicle partitions (non-material)		X		
Windows - Interior/Exterior Clean			X	
Teen Room				
Vacuum all carpet (under desks, tables, chairs, elevators, entry mats)	X			
Windows - Spot clean	X			
Dust - Shelving and windowsills		X		
Gallery				
TV's - Clean		X		
Vending Machines - Clean and disinfect exterior areas		X		
Elevator - Clean surfaces of elevator walls, doors, door panels, control panels and door tracks.			X	
COST SUMMARY				
SERVICE	FREQUENCY	MONTHLY COST	ESTIMATED HOURS PER SERVICE	ANNUAL PRICE
GLENDALE MAIN LIBRARY - Basic Services	MONTHS - Times 12	\$ 5,507	16	\$ 66,084
FOOTHILLS BRANCH LIBRARY - Basic Services	MONTHS - Times 12	\$ 3,234	8.5	\$ 38,808
VELMA TEAGUE BRANCH LIBRARY - Basic Services	MONTHS - Times 12	\$ 2,246	4.5	\$ 26,952
TOTAL ANNUAL CONTRACT AMOUNT (ALL LIBRARIES)			\$ 131,844	

**CUSTODIAL SERVICES
SERVICE LEVEL FREQUENCY FORM**

City Libraries

OPTIONAL SERVICES - Libraries	FREQUENCY	LUMP SUM
Windows Interior - Clean	AS REQUESTED	\$ 750
Windows Exterior - Clean	AS REQUESTED	\$ 575
Blinds or other Window Coverings - Clean, dust, or vacuum both sides	AS REQUESTED	\$ 600
Walls - Spot clean	AS REQUESTED	\$ 275
Light fixtures - Clean - light diffusers, or light tube/bulb if no diffuser	AS REQUESTED	\$ 350
Appliances - Clean	AS REQUESTED	\$ 275
Beams - Dust	AS REQUESTED	\$ 150
Ceiling Fans - Clean	AS REQUESTED	\$ 150
Skylight Windows - Clean	AS REQUESTED	\$ 1450
FLOORING REQUIREMENTS		
Note: Contract Administrator will schedule all cleaning of flooring (carpeted or non-carpeted) and furniture. The Contract Administrator may request that others perform this work. If requested to provide this service an estimate will be obtained to confirm bid prices as submitted herein. All work must be approved prior to commencement.		
Carpet Areas: clean per recommended manufacturers standards - Proposer to specify method of cleaning		
Offices	AS REQUESTED	\$.09 per square feet
Gallery	AS REQUESTED	\$.09 per square feet
Library Floor	AS REQUESTED	\$.09 per square feet
Paper Products and Soap		
Provide all paper products, hand towels, toilet tissue, seat covers, sanitary napkins and hand soap.	AS REQUESTED	\$ 2,500
Floors non-carpeted		
Stripping, waxing, spray buffing	AS REQUESTED	\$.25 per square feet
Restroom Floors - Stripping, waxing, spray buffing of floors	AS REQUESTED	\$.35 per square feet
Restroom Walls - Hand scrub and wash all walls and base, clean tile and grouting to prevent/remove discoloration of grout	AS REQUESTED	\$ 275
Emergency Service - Clean	AS REQUESTED	\$ 35 per hour

**CUSTODIAL SERVICES
SERVICE LEVEL FREQUENCY & PRICE FORM**

City Parks

BASIC SERVICES	FREQUENCY		
	DAILY	WEEKLY	MONTHLY
ALL AREAS			
Outside the Restrooms			
Floors, doors, drinking fountains, benches and display areas within 10-foot radius - Clean	X		
Sweep or blow 10 feet from entrances		X	
Trash Containers			
Empty containers inside restrooms (change liners as needed)	X		
Damp clean exterior of containers		X	
Rest Rooms			
Doors - clean and disinfect	X		
Sweep all dirt and debris	X		
Wet mop floors and disinfect, remove tar and gum	X		
Clean floor drain cover	X		
Clean and disinfect sinks, stall partitions, commodes and urinals	X		
Clean mirrors and shelves (if applicable)	X		
Empty, clean and change receptacle liner	X		
Fill toilet paper dispenser	X		
Ensure locks are secure and maintained on dispensers with locking devices	X		
Spot clean pipe fixtures		X	
Spot clean floors, concrete walls, removing stains, heavy soils, graffiti, or other foreign material	X		
Treat base/kickboards with deodorizer to combat smells	X		
Treat all floor drains - 1 gallon of water and disinfect		X	
Pressure wash floors, walls and partitions and disinfect			X
Remove lint and cobwebs on walls, ceilings and corners and where present. Clean all light panels as needed		X	

COST SUMMARY

SERVICE LOCATION	FREQUENCY	MONTHLY COST	ANNUAL PRICE
Bonsall South, 1 facility - Men's & Women's toilets - Basic Services	MONTHS - Times 12	\$ 285	\$ 3,420
Bonsall North, 1 facility - Men's & Women's toilets - Basic Svcs	MONTHS - Times 12	\$ 285	\$ 3,420
Cholla, 1 facility - Men's & Women's toilets - Basic Svcs	MONTHS - Times 12	\$ 285	\$ 3,420

**CUSTODIAL SERVICES
SERVICE LEVEL FREQUENCY & PRICE FORM**

City Parks

COST SUMMARY			
SERVICE LOCATION	FREQUENCY	MONTHLY COST	ANNUAL PRICE
Foothills, 2 facilities, Ballfields - Men's & Women's / Skatecourt, 4 single Unisex toilets- Basic Services	MONTHS - Times 12	\$ 285	\$ 3,420
Glendale Heroes Regional Park, 2 facilities, Skatecourt- 4 single Unisex / Main Ramada- Men's & Women's - Basic Svcs	MONTHS - Times 12	\$ 285	\$ 3,420
Lions Ballfield, 1 facility - Men's & Women's - Basic Svcs	MONTHS - Times 12	\$ 285	\$ 3,420
Murphy, 1 facility - Men's & Women's - Basic Services	MONTHS - Times 12	\$ 285	\$ 3,420
O'Neil, 1 facility - Men's & Women's - Basic Services	MONTHS - Times 12	\$ 285	\$ 3,420
Paseo Racquet Center Ballfield, 1 facility - Men's & Women's - Basic Services	MONTHS - Times 12	\$ 285	\$ 3,420
Rose Lane, 1 facility - Men's & Women's - Basic Services	MONTHS - Times 12	\$ 285	\$ 3,420
Sahuaro Ranch, 3 facilities - Men's & Women's - Basic Svcs	MONTHS - Times 12	\$ 285	\$ 3,420
Sands, 1 facility - Men's & Women's - Basic Services	MONTHS - Times 12	\$ 285	\$ 3,420
Thunderbird Conservation Park, 3 facilities -Men's & Women's - Basic Services	MONTHS - Times 12	\$ 285	\$ 3,420
Thunderbird Paseo @ 67th, 1 facility - Men's & Women's - Basic Services	MONTHS - Times 12	\$ 285	\$ 3,420
Thunderbird Paseo @ 59th, 1 facility - Men's & Women's - Basic Services	MONTHS - Times 12	\$ 285	\$ 3,420
TOTAL ANNUAL CONTRACT AMOUNT - Parks			\$ 51,300
OPTIONAL SERVICES - Parks			
	FREQUENCY	LUMP SUM	
Hourly Rate Extra Work - inclusive of equipment and supplies	AS REQUESTED	\$ 25.00	per hour

EXHIBIT C
AGREEMENT FOR CUSTODIAL SERVICES
DISPUTE RESOLUTION

1. Disputes.

- 1.1 Commitment. The parties commit to resolving all disputes promptly, equitably, and in a good-faith, cost-effective manner.
- 1.2 Application. The provisions of this Exhibit will be used by the parties to resolve all controversies, claims, or disputes ("Dispute") arising out of or related to this Agreement-including Disputes regarding any alleged breaches of this Agreement.
- 1.3 Initiation. A party may initiate a Dispute by delivery of written notice of the Dispute, including the specifics of the Dispute, to the Representative of the other party as required in this Agreement.
- 1.4 Informal Resolution. When a Dispute notice is given, the parties will designate a member of their senior management who will be authorized to expeditiously resolve the Dispute.
 - a. The parties will provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any Dispute in order to assist in resolving the Dispute as expeditiously and cost effectively as possible;
 - b. The parties' senior managers will meet within 10 business days to discuss and attempt to resolve the Dispute promptly, equitably, and in a good faith manner, and
 - c. The Senior Managers will agree to subsequent meetings if both parties agree that further meetings are necessary to reach a resolution of the Dispute.

2. Arbitration.

- 2.1 Rules. If the parties are unable to resolve the Dispute by negotiation within 30 days from the Dispute notice, and unless otherwise informal discussions are extended by the mutual agreement, the parties may agree, in writing, that the Dispute will be decided by binding arbitration in accordance with Commercial Rules of the AAA, as amended herein. Although the arbitration will be conducted in accordance with AAA Rules, it will not be administered by the AAA, but will be heard independently.
 - a. The parties will exercise best efforts to select an arbitrator within 5 business days after agreement for arbitration. If the parties have not agreed upon an arbitrator within this period, the parties will submit the selection of the arbitrator to one of the principals of the mediation firm of Scott & Skelly, LLC, who will then select the arbitrator. The parties will equally share the fees and costs incurred in the selection of the arbitrator.
 - b. The arbitrator selected must be an attorney with at least 10 years experience, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least 10 years.
- 2.2 Discovery. The extent and the time set for discovery will be as determined by the arbitrator. Each Party must, however, within ten (10) days of selection of an arbitrator deliver to the other Party copies of all documents in the delivering party's possession that are relevant to the dispute.
- 2.3 Hearing. The arbitration hearing will be held within 90 days of the appointment of the arbitrator. The arbitration hearing, all proceedings, and all discovery will be conducted in Glendale, Arizona unless otherwise agreed by the parties or required as a result of witness location. Telephonic hearings and other reasonable arrangements may be used to minimize costs.

- 2.4 Award. At the arbitration hearing, each Party will submit its position to the arbitrator, evidence to support that position, and the exact award sought in this matter with specificity. The arbitrator must select the award sought by one of the parties as the final judgment and may not independently alter or modify the awards sought by the parties, fashion any remedy, or make any equitable order. The arbitrator has no authority to consider or award punitive damages.
- 2.5 Final Decision. The Arbitrator's decision should be rendered within 15 days after the arbitration hearing is concluded. This decision will be final and binding on the Parties.
- 2.6 Costs. The prevailing party may enter the arbitration in any court having jurisdiction in order to convert it to a judgment. The non-prevailing party shall pay all of the prevailing party's arbitration costs and expenses, including reasonable attorney's fees and costs.

3. Services to Continue Pending Dispute. Unless otherwise agreed to in writing, Contractor must continue to perform and maintain progress of required services during any Dispute resolution or arbitration proceedings, and City will continue to make payment to Contractor in accordance with this Agreement.

4. Exceptions.

- 4.1 Third Party Claims. City and Contractor are not required to arbitrate any third-party claim, cross-claim, counter claim, or other claim or defense of a third-party who is not obligated by contract to arbitrate disputes with City and Contractor.
- 4.2 Liens. City or Contractor may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice, but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Arizona Law, including, without limitation, an action under A.R.S. § 33-420, without the necessity of initiating or exhausting the procedures of this Exhibit.
- 4.3 Governmental Actions. This Exhibit does not apply to, and must not be construed to require arbitration of, any claims, actions or other process filed or issued by City of Glendale Building Safety Department or any other agency of City acting in its governmental permitting or other regulatory capacity.



Legislation Description

File #: 15-559, Version: 1

AUTHORIZATION FOR COOPERATIVE PURCHASE OF HEAVY DUTY TRUCK AND EQUIPMENT REPAIR WITH CUMMINS ROCKY MOUNTAIN, LLC

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for City Council to authorize the Acting City Manager to enter into a linking agreement with Cummins Rocky Mountain, LLC (Cummins) for the repair of heavy duty trucks and equipment in an amount up to \$100,000 for the initial term, effective upon signing of the agreement and running through July 31, 2016; and to authorize the City Manager to renew the agreement, at the City Manager's discretion, for an additional four years, in one-year increments, based on the annual renewal of Contract No. 15021-C by Maricopa County, in an amount not to exceed \$500,000 over the full five-year period.

Background

Public Works maintains a diverse fleet of vehicles and associated equipment used to support key city operations including police and fire services, solid waste collection and disposal divisions, transportation services transit division, and water services distribution, collection and reclamation divisions. The purchase of parts, service and accessories for the repair of heavy duty trucks and equipment from outside vendors is required to keep vehicles and machinery functioning properly. The cost for this service is charged back to the responsible departments.

Cummins was awarded a bid by Maricopa County for heavy duty truck and equipment repair services and staff is requesting to utilize the cooperative purchase with Strategic Alliance for Volume Expenditures (SAVE). SAVE is a consortium of local municipalities, in which Glendale is a member. Contract No. 15021-C was awarded on August 1, 2015 and ends on July 31, 2016, and includes an option to renew the term of the contract for an additional four years, in one- year periods, allowing the contract to be extended through July 31, 2020.

Cooperative purchasing allows counties, municipalities, schools, colleges and universities in Arizona to use a contract that was competitively procured by another governmental entity or purchasing cooperative. Such purchasing helps reduce the cost of procurement, allows access to a multitude of competitively bid contracts, and provides the opportunity to take advantage of volume pricing. The Glendale City Code authorizes cooperative purchases when the solicitation process utilized complies with the intent of Glendale's procurement processes. This cooperative purchase is compliant with Chapter 2, Article V, Division 2, Section 2 -149 of the Glendale City Code, per review by Materials Management.

Analysis

The city's agreement with Cummins will be effective upon signing of the agreement and run through July 31, 2016. Should Council approve the requested authorization for the City Manager to renew the agreement, and with the annual renewal of the Maricopa County contract, the city's agreement with Cummins may be extended for an additional four years, in one-year increments, with a final termination date of July 31, 2020. This is a request for expenditure authority only and does not mean that the city will expend the full annual authorized amount of \$100,000 with Cummins Rocky Mountain, LLC.

Cummins is utilized for the repair or replacement of Cummins engines used in many of the heavy duty sanitation refuse collection trucks and city fire trucks. The expeditious repair of these vehicles is necessary for the equipment to be available for the delivery of essential services to Glendale citizens and customers.

Previous Related Council Action

On June 24, 2014, Council authorized the cooperative purchase of heavy duty truck and equipment repair with Cummings Rocky Mountain, LLC in an amount not to exceed \$100,000 annually.

Community Benefit/Public Involvement

Cooperative purchasing produces the lowest possible volume prices and allows for the most effective use of available funding. The bids are publicly advertised and all Arizona firms have an opportunity to participate.

The use of outside vendors for the repair of heavy duty trucks and equipment supplements internal service capacity and allows for the most expeditious return of vehicles and equipment to city operations for smooth and uninterrupted delivery of service to the public.

Budget and Financial Impacts

Funding is available in the fiscal year 2014-15 Public Works Department operating and maintenance budget. Expenditures with Cummins are estimated to be \$100,000 for the initial contract year, with a not to exceed amount of \$500,000 over the entire term of the agreement.

Cost	Fund-Department-Account
\$100,000	2590-18300-518200, Fleet Management

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
CUMMINS ROCKY MOUNTAIN, LLC**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this _____ day of _____, 2015, between the City of Glendale, an Arizona municipal corporation (the "City"), and Cummins Rocky Mountain, LLC, a Colorado limited liability company authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

RECITALS

- A. On July 22, 2015, under the S.A.V.E. Cooperative Purchasing Agreement, Maricopa County entered into a contract with Contractor to purchase the goods and services described in the Heavy Duty Truck, Construction And Agricultural, Industrial Fleet And Equipment Parts, Service And Accessories Contract, Maricopa County Contract No. 15021-C, which is attached hereto as Exhibit A. The Heavy Duty Truck, Construction And Agricultural, Industrial Fleet And Equipment Parts, Service And Accessories Contract permits its cooperative use by other governmental agencies including the City. The Heavy Duty Truck, Construction And Agricultural, Industrial Fleet And Equipment Parts, Service And Accessories Contract is hereinafter referred as the Cooperative Purchasing Agreement.
- B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference, and the covenants and promises contained in this Linking Agreement, the parties agree as follows:

1. Term of Agreement. The City is purchasing the supplies and/or services from Contractor pursuant to Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement award and rate sheet, which are attached hereto as part of Exhibit B, purchases can be made by governmental entities from the date of award, which was August 1, 2015,

until the date the contract expires on July 31, 2016, unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not extend the contract beyond July 31, 2020. The initial period of this Agreement therefore is the period from the Effective Date of this Agreement until July 31, 2016. The City, however, may renew the term of this Agreement for 4 one-year periods until the Cooperative Purchasing Agreement expires on July 31, 2020. Renewals are not automatic and shall only occur if the City gives the Contractor notice of its intent to renew. The City may give the Contractor notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such a one-year renewal.

2. Scope of Work; Terms, Conditions, and Specifications.

- A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as Exhibit C.
- B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporate into and are an enforceable part of this Agreement.

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as the Cooperative Purchasing Agreement, unless the City and Contractor agree to a different schedule, as provided in Exhibit D.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed one hundred thousand dollars (\$100,000).

4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

5. Non-discrimination. Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

6. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

7. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale
c/o Montana Slack
6210 W. Myrtle Avenue, Suite #111
Glendale, Arizona 85301
623-930-2621

and

Cummins Rocky Mountain, LLC
c/o Theresa Gardner
651 N. 101st Avenue
Avondale, Arizona 85323
623-474-2600

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth above.

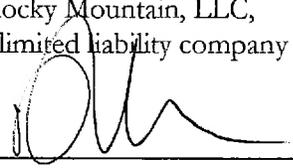
“City”

City of Glendale, an Arizona
municipal corporation

By: _____
Richard A. Bowers
Acting City Manager

“Contractor”

Cummins Rocky Mountain, LLC,
a Colorado limited liability company

By:  _____
Name: Doug Varner
Title: General Manager

ATTEST:

Pamela Hanna (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
CUMMINS ROCKY MOUNTAIN, LLC**

EXHIBIT A

Heavy Duty Truck, Construction And Agricultural, Industrial Fleet And Equipment Parts, Service
And Accessories, Maricopa County Solicitation No. 15021-C

SERIAL 15021 C

**HEAVY DUTY TRUCK, CONSTRUCTION AND AGRICULTURAL,
INDUSTRIAL FLEET AND EQUIPMENT PARTS, SERVICE AND
ACCESSORIES**

DATE OF LAST REVISION: July 22, 2015

CONTRACT END DATE: July 31, 2016

CONTRACT PERIOD THROUGH JULY, 31, 2016

TO: All Departments

FROM: Office of Procurement Services

**SUBJECT: Contract for HEAVY DUTY TRUCK, CONSTRUCTION AND AGRICULTURAL,
INDUSTRIAL FLEET AND EQUIPMENT PARTS, SERVICE AND ACCESSORIES**

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 **July 22, 2015. (Effective August 1, 2015)**

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

NP/jl
Attach

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

(Please remove Serial 10018-C from your contract notebooks)

HEAVY DUTY TRUCK, CONSTRUCTION AND AGRICULTURAL / INDUSTRIAL FLEET AND EQUIPMENT PARTS, SERVICE & ACCESSORIES

1.0 INTENT:

This Invitation for Bid is intended to establish a contract for a full line of parts, accessories and service for Heavy Duty Trucks 1 ½ ton and higher, Construction / Agricultural / Industrial equipment. It is not intended for one (1) contractor to provide all requirements. The contract will be awarded in part, sections or groups where such action serves the County's best interest. All charges to the County shall be in accordance with the terms of the resultant pricing agreement. Purchases are authorized by purchase order or purchase credit card only.

Other governmental entities under agreement with the County may have access to services provided hereunder (see also Sections 3.35 and 3.36, 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 or to ensure adequate competition on any project or task order work.

2.0 SPECIFICATIONS:

2.1 TECHNICAL REQUIREMENTS:

2.1.1 AUTHORIZED SERVICE FACILITIES:

- 2.1.1.1 The contractors shall be certified as a respective manufacturer's authorized service facility for the type of vehicle size and equipment offered on attachment A of the pricing section.
- 2.1.1.2 The service facility shall be open Monday through Friday from 8:00 a.m. to 5:00 p.m.
- 2.1.1.3 The County's expectations are to establish parts and service for all manufactures in the County's rolling fleet.
- 2.1.1.4 No volume of business is a guarantee.

NOTE: IT IS IMPORTANT FOR THE BIDDERS TO INDICATE THE GROSS VEHICLE WEIGHT (GVW) THEIR SERVICE FACILITY ARE EQUIPPED TO SERVICE. THERE IS A SPACE ON ATTACHMENT "A" FOR YOU TO PROVIDE THIS INFORMATION.

FOR EXAMPLE: FACILITY ONLY EQUIPPED TO SERVICE \ TRUCKS 2 TON

2.1.2 MANUFACTURERS / PARTS:

This list is only to provide you with a few of our manufacturers and parts used in our rolling fleet.

MCI TRANSPORT BUS	KUBOTA / BOBCAT	INGERSOLL-RAND-FLEET PARTS (NO TOOLS
BLUE BIRD BUSES	JOHN DEERE GREEN	JOHN DEERE YELLOW
THOMAS BUSES	BEARCAT	CATERPILLAR
ROSCO ROLLERS	PB LOADER	BROCE BROOM/SWEEPERS
TENNANT SWEEPERS	JCB BACKHOE'S/LOADERS	RACK & PINION
CUMMINS DIESEL ENGINE	TITAN	BEAR/ELGIN BROOM
PULL TARP	ROLL-RITE	DYNA PAC ROLLERS
BINGHAM FORD	MASSEY FERGUSON	THERMO-KING
MAXON LIFTS	FREIGHTLINER	STERLING
SCORPION ATTENUATOR	3M MESSAGE BOARDS	SOLAR TECH MESSAGE BOARDS
ATV'S	VERMEER-WOOD	MORBARK BRUSH

POLARIS/HONDA/YAMAHA	CHIPPERS	CHIPPERS
MACK/VOLVO	INTERNATIONAL	TIGER CRANES
DUR-A-LIFTS	VERSA LIFTS	IMT CRANES
WARN WINCHES	RAMSEY WINCHES	WACKER
PTO	MB – PAINT SRIPPERS	DRIVELINE
RICON WHEELCHAIR LIFTS	BRAUN WHEELCHAIR LIFTS	MASSEY’S FUEL TANK INSPECTIONS
RV-NEWMAR	RV-CHAMPION	RV-THOMAS
CHASSIS/SUSPENSIONS	VICKER PUMPS	WELDING SUPPLIES
AUTOMOTIVE FLEET FASTNERS	WEATHERGUARD TOOL BOXES	DELTA TOOL BOXES
MASTERRACK	SKIP-LINE	FLEETGUARD
CARRIER A/C	FORD NEW HOLLAND	PETERBUILT
WIX’S FILTERS	BRAKE COMPONENTS	WINDSHIELD WIPERS
SMALL GENERATOR – ONAN/KOHLER	PRESSURE WASHERS	COATS -TIRE MACHINES
INGERSOLL-RAND-AIR COMPRESSORS	HYDRAULIC JACKS	DEF FLUID
CARGO VAN EQUIPMENT-SHELVING/PARTITIONS/LADDER RACKS/BINS	AIR/OIL/WATER/FITTINGS-HOSES REELS	ALTERNATORS/STARTERS

2.1.3 FABRICATION:

The County will have service request for fabrication such as cargo equipment, transport vans, facilities vans and other related fabrications required to outfit the County trade vehicles. If this is part of your business include the manufacturers you carry for Cargo equipment (i.e., shelving, ladder racks, bins, partitions, etc.).

2.2 TECHNICAL AND DESCRIPTIVE SALES LITERATURE:

The Contractor shall provide copies of its sales literature and brochures and copies of any manufacturer’s technical and/or descriptive literature regarding the material(s) the Contractor proposes to provide. Literature shall include sufficient, in-detail, to allow full and fair evaluation of the material(s) submitted, and must be included with the bid. Failure to include this information may result in the bid being rejected.

3.0 PURCHASING REQUIREMENTS:

3.1 LABOR RATES:

The contractor shall provide information:

- Labor rates;
- at contractor’s facility
- After hours / overtime
- Field service calls (if applicable)
- Field service calls afterhours/overtime
- Mileage 1st 50 free (if applicable) or
- Onetime flat rate fuel charge
- Business hours

3.1.1 The invoices shall be submitted within twenty-four (24) hours from date of service, by fax 602-506-1182 or email.

3.1.2 After hours/overtime service must be approved prior to providing the service.

3.1.3 Service truck(s) - fully equipped with parts, diagnostic / repair tools, etc. to complete the repairs at no cost to the County. Any unforeseen equipment is required to complete the

job include the type of equipment that may be required (i.e. rental equipment) on attachment A.

- 3.1.4 Duplicate charges - the County shall not be responsible for any rates / charges defined in section 2.1.4 for negligence on the contractors / service technician not prepared with all parts, tools, equipment, material and other related items required to complete the repair.
- 3.1.5 Equipment Services reserves the right to dispute charges on labor hours and repairs performed if deemed excessive / unreasonable. If any portion of the repair performed is determined to be excessive charges, the contractor shall credit the original invoice referencing the work order and the vehicle number.

3.2 DEFINITIONS:

- 3.2.1 Labor rate – the time it takes to complete the repair. The contractor shall utilize ½ hour increments when applicable.
- 3.2.2 Afterhours labor rate – services render after normal business hours.
- 3.2.3 Field service call rate (if applicable) - a onetime / one way charge in route / travel to the County site maximum one (1) hour. This rate shall be the same for all field service calls.
- 3.2.4 Mileage (if applicable) – to County job site, the 1st 50 miles are free or choose a onetime flat rate fuel charge.

3.3 EQUIPMENT SERVICE DEPARTMENT SERVICE CENTERS:

Equipment Services Department operates five (5) service centers. Our operating hours are Monday through Friday, excluding holidays; hours of operation are different per location.

- 3.3.1 Durango Main Service Center, 3325 W. Durango, Phoenix, 85009 (602-506-4678), 6:00 a.m. to 4:30 p.m.
- 3.3.2 Mesa Service Center, 155 E. Coury, Mesa, 85210 (602-506-4794), 6:00 a.m. to 2:30 p.m.
- 3.3.3 Dysart Service Center, 16821 N. Dysart Rd. Surprise, 85374 (623-583-1836), 7:00 a.m. to 3:30 p.m.
- 3.3.4 Downtown Service Center, 120 S. 4th Ave, Phoenix, 85003 (602-506-2909), 7:30 a.m. to 4:00 p.m.
- 3.3.5 Buckeye Service Center, 26449 W. HWY 85, Buckeye, 85326 (623-386-7461), 6:00 a.m. to 3:30 p.m.

3.4 WORK ORDER ASSIGNMENTS:

- 3.4.1 Equipment Service Department Shop Supervisors and Service Writers (SW) will coordinate and issue a work order with the vehicle number to the contractor as an authorization to perform service. *Do not perform any service without a work order.* The contractor shall contact the SW 602-506-4678 (voice message) or 602-506-2886 direct contact) on all delays, pick-ups, deliveries, questions or additional repair approval.
- 3.4.2 The designated employee(s) will give the contractor(s) a preliminary diagnosis of the vehicle(s) repair.

3.5 RESPONSE TIME:

- 3.5.1 The response time to pick-up a vehicle under warranty shall be within the same business day, or unless a prior agreement has been made between the County and contractor.
- 3.5.2 The County will be responsible for transporting vehicle(s) not covered under warranty using the current County's Towing Service contract.
- 3.5.3 The contractor will be given an expected turn-around time by the Shop Supervisor and/or Service writer. If the turn-around time cannot be met, the contractor shall inform the Shop Supervisor or Service Writer at that time.
- 3.5.4 If the contractor has more than three (3) County vehicles at their facility, the County reserves the right to send the County vehicle(s) to another service facility from the contract, when applicable.
- 3.5.5 These items listed are not intended to terminate the contractor from future work order assignments only to eliminate downtime on vehicles.

3.6 STATUS REPORTS:

- 3.6.1 The contractor shall submit a daily status report with the work number and vehicle number, date received, with details on the completion date, via fax (602-506-1182) or email to the designated employee(s).
- 3.6.2 The report shall be submitted every day by 4:00 p.m.

3.7 PARTS PRICING:

- 3.7.1 All replacement parts shall be of Original Equipment Manufacturer (OEM). Exceptions are made when OEM parts are no longer available, the County must provide prior approval to replace parts with aftermarket parts.
- 3.7.2 Submit price list(s) by hard copy, website access or flash drive / CD. If a software license is required to view pricing, the contractor shall provide at no cost to the County.

3.8 DELIVERY OF PARTS:

Deliveries shall be made to all locations within 2 hours of placing orders. Exceptions are made when the site is more than 2 hours in distance (travel time) from contractor(s) facility.

- 3.8.1 It is not the responsibility of the County to pay freight on normal stock items.
- 3.8.2 All priority deliveries (i.e., overnight, air freight, UPS direct, etc.) shall be authorized by a Shop Supervisor / Lead and that person's name shall be on the invoice in order to authorize special delivery payment.
- 3.8.3 Contractor(s) shall contact the designated service center on all delivery delays.
- 3.8.4 Contractor(s) shall provide the best times to place stock orders to receive same day or within Twenty-Four (24) hours.
- 3.8.5 Contractor(s) are to indicate if they have the capability to deliver to all locations on a daily bases and provide "hot shots runs" or "just in time parts".
- 3.8.6 When part(s) are delivered on a pallet, the contractor is required to pick up and dispose of the pallet(s). The pallets must be labeled or stamped with the contractor's name for identification purposes.

3.9 EXPEDITED DELIVERY:

- 3.9.1 If the Using Agency determines that expedited delivery or other alternate shipping is required, it shall notify the Contractor. The Contractor shall determine any additional costs associated with such delivery terms and communicate that cost to the Using Agency.
- 3.9.2 The Using Agency shall not advise the Contractor to proceed with an expedited shipment until acceptable terms are agreed upon and a purchase order is issued. Upon agreeing to the additional costs, the Using Agency shall advise the Contractor to proceed.
- 3.9.3 Upon receipt of material(s) and invoicing, the Using Agency shall ensure that any additional charges are in compliance with and do not exceed agreed to costs. The Using Agency shall retain all documents related to these costs within the agency purchase file.

3.10 ACTIVE DISTRIBUTORS:

The Contractor shall be an active distributor of all manufacturers offered on Attachment A, Pricing at the time of bid submission. The manufacturers shall have your company on file as an authorized distributor for the products listed. Maricopa County reserves the right to contact the manufacturer's to verify authorization to ensure compliance with the terms and conditions of this solicitation.

3.11 WARRANTY:

- 3.11.1 The minimum warranty shall be 90 days or manufacturer warranty whichever is greater.
- 3.11.2 Warranty replacement shall be at no additional charge to the County. A "NO CHARGE" invoice shall accompany all warranty repairs detailing failure, diagnosed cause and parts

replaced. Contractor(s) shall respond to all warranty requests within twenty-four (24) hours of notification.

3.11.3 The effective date on all warranties shall begin at the time of complete installation and acceptance by the County.

3.11.4 The Contractor shall indicate on the Price Sheet the duration of the warranty and any applicable limitations or conditions which may apply.

3.12 RETURN POLICY:

The bidders shall state their return policy and reference the "inventory adjustment" (see section 2.13).

3.12.1 When a restocking charge is applied, the invoice shall reflect the original purchase price of each part returned and the restocking charge shall be on a separate line.

3.12.2 Damaged, broken or unsealed packages shall not be accepted.

3.12.3 All credit memos shall reference original invoice or return slip number. The contractor shall provide, with company name, a return / credit slip booklet at no cost to the County.

3.13 STOCK LIFT:

3.13.1 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.

3.14 INVENTORY ADJUSTMENTS:

3.14.1 The contractor(s) shall accept the return of all parts considered non-moving or seasonal parts pulled during a six (6) month inventory adjustment at no cost or penalty.

3.15 SAFETY STANDARDS:

3.15.1 All work performed shall meet current Arizona State and Code Federal Regulations under Title 49 mandates, no exceptions.

3.16 SETTING UP COUNTY ACCOUNT:

It shall be the responsibility of all contractors to communicate with their parts department, service area, accounts receivable and other areas involved in compliance with this pricing agreement.

3.17 ADDITIONAL CHARGES & FEES:

Maricopa County is not responsible for miscellaneous charges or fees (i.e., shop supplies, environmental fees, hazardous waste) other than those listed in the pricing section of this contract.

3.18 SHIPPING DOCUMENTS:

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

3.18.1 Contract Serial number.

3.18.2 Contractor's name and address.

3.18.3 Using Agency name and address.

3.18.4 Using Agency purchase order number.

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

3.19 SHIPPING TERMS:

Bid price(s) and terms shall be F.O.B. Destination at:
Maricopa County Equipment Services
3325 West Durango St.
Phoenix, Arizona 85009

3.20 OPERATING MANUALS:

Upon delivery, Contractor shall provide comprehensive operational manuals, service manuals and schematic diagrams, if required by the Using Agency.

3.21 INSTALLATION:

The Contractor's price shall include delivery and installation of all equipment in a complete operating condition.

3.22 SAMPLES:

The Contractor may be requested to furnish samples of material(s) bid for examination by the County. Any materials so requested shall be furnished within TEN (10) working days from the date of request and furnished at no cost to the County and sent to the address designated in the requesting correspondence.

3.23 TESTING:

Unless otherwise specified, materials purchased will be inspected by the Using Agency to ensure the materials meet the quality and quantity requirements of the Specifications. When deemed necessary by the County, samples of the materials may be taken at random from stock received for submission to a commercial laboratory or other appropriate agency for analysis and tests as to whether the materials conform in all respects to the Specifications. In cases where commercial laboratory reports determine that the materials do not meet the Specifications, the expense of such analysis shall be borne by the Contractor.

3.24 ACCEPTANCE:

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

3.25 STOCK:

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

3.26 MAINTENANCE:

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

3.27 BRAND NAME:

The County reserves the right to request samples to determine quality and acceptability of materials bid by Contractor. In some cases, brand names have been listed in order to define the desired quality and are not intended to be restrictive or to limit competition. Materials substantially equivalent to those designated shall qualify for consideration.

3.28 ORDER CUTOFF INFORMATION:

Contractors submitting bids shall advise the County of all known order cutoff dates for the equipment / product(s) specified in this solicitation at the time of bid submission. Notification of any subsequent cutoff date(s) (learned after submission of bid) shall also be the Contractor's

responsibility. The Contractor shall advise the County of subsequent cutoff dates by notifying the Procurement Officer, in writing, of the new information.

3.29 USAGE REPORT:

The Contractor shall furnish the County a usage report upon request 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.

3.30 Background Check:

Bidders/proposers need to aware that there may be multiple background checks (Sheriff's Office, County Attorney's Office, Courts as well as Maricopa County general government) to determine if the respondent is acceptable to do business with the County. This applies to (but is not limited to) the company, sub-contractors and employees and the failure to pass these checks shall deem the respondent non-responsible.

3.31 INVOICES AND PAYMENTS:

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

Service Invoice

- Company name, address and contact
- County bill-to department and contact information
- Contract Serial Number
- County purchase order number (if not paid by credit card)
- County work order and vehicle number
- Invoice number and date
- Payment terms
- Date of service
- Description-complaint, cause, cure
- Description of Purchase (parts used: list numbers/quantities/description)
- Pricing per unit of purchase (list cost minus discount price)
- Hourly rate with hours
- Warranty
- Freight (with prior approval)
- Extended price
- Mileage w/rate (if applicable)
- Arrival and completion time
- Sales tax and tax rate (on parts only)
- Total Amount Due

• Packing list or Parts Invoice

- Note: packing slips must have pricing listed.
- Contract Serial Number
- County purchase order number (if not paid by credit card)
- County work order and vehicle number
- Part number/quantities/descriptions
- Unit cost: list cost minus discount
- Freight (with prior approval)
- Sales tax and tax rate
- Total cost

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

- 3.31.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (<http://www.maricopa.gov/Finance/Vendors.aspx>).
- 3.31.4 Discounts offered in the contract shall be calculated based on the date a properly completed invoice is received by the County (ROI).
- 3.31.5 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.

3.32 APPLICABLE TAXES:

- 3.32.1 **Payment of Taxes:** The Contractor shall pay all applicable taxes. With respect to any installation labor on items that are not attached to real property performed by Contractor under the terms of this Contract, the installation labor cost and the gross receipts for materials provided shall be listed separately on the Contractor's invoices.
- 3.32.2 **State and Local Transaction Privilege Taxes:** Maricopa County is subject to all applicable state and local transaction privilege taxes. To the extent any state and local transaction privilege taxes apply to sales made under the terms of this contract it is the responsibility of the seller to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.
- 3.32.3 **Tax Indemnification:** Contractor and all subcontractors shall pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold Maricopa County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

3.33 TAX:

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

3.34 POST AWARD MEETING:

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

3.35 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.

3.36 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.

3.37 VOLUNTARY EMPLOYEE DISCOUNTS

3.37.1 Vendors may voluntarily offer discounts to County employees for products or services provided under this contract. Whether a vendor offers or does not offer an employee discount is not a factor in nor considered in the evaluation of responses to this solicitation.

3.37.2 Any discount offered is part of a commercial transaction between the vendor and individual County employees and the County is not a party to the transaction. Any disputes or issues arising from an individual commercial transaction between the vendor and an individual County employee is a matter between the vendor and the employee. If a discount is offered, the terms will be announced to County employees.

4.0 CONTRACTUAL TERMS & CONDITIONS:

4.1 CONTRACT TERM:

This Invitation for Bid is for awarding a firm, fixed-price purchasing contract to cover a term of one (1) year.

4.2 OPTION TO RENEW:

The County may, at its option and with the concurrence of the Contractor, renew the term of this Contract up to a maximum of four (4) 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 (60) calendar days prior to the expiration of the original contract term..

4.3 PRICE ADJUSTMENTS:

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

4.4 INDEMNIFICATION:

To the fullest extent permitted by law, and to the extent that claims, damages, losses or expenses are not covered and paid by insurance purchased by the Contractor, the Contractor shall defend indemnify and hold harmless the County (as Owner), its agents, representatives, agents, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses (including, but not limited to attorneys' fees, court costs, expert witness fees, and the costs and attorneys' fees for appellate proceedings) arising out of, or alleged to have resulted from the negligent acts, errors, omissions, or mistakes relating to the performance of this Contract.

Contractor's duty to defend, indemnify, and hold harmless the County, its agents, representatives, agents, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss, or expense that is attributable to bodily injury, sickness, disease, death or injury to, impairment of, or destruction of tangible property, including loss of use resulting there from, caused by negligent acts, errors, omissions, or mistakes in the performance of this Contract, but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, any

one directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

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

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

4.5 INSURANCE.

- 4.5.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.
- 4.5.2 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.
- 4.5.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.
- 4.5.4 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.
- 4.5.5 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.
- 4.5.6 The insurance policies required by this Contract, except Workers' Compensation and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.
- 4.5.7 The policies required hereunder, except Workers' Compensation and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.
- 4.5.8 **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, \$4,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provisions which would serve to limit third party action over claims. There shall be no endorsement or modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

4.5.9 **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 Lessee's owned, hired, and non-owned vehicles assigned to or used in performance of the Lessee's work or services or use or maintenance of the Premises under this Lease.

4.5.10 **Workers' Compensation.**

Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Lessee's employees engaged in the performance of the work or services under this Lease; 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.

Lessee, its contractors and its subcontractors waive all rights against Lessor 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 Lessee, its contractors and its subcontractors pursuant to this Lease.

4.5.11 **Certificates of Insurance.**

4.5.11.1 Prior to Contract **AWARD**, 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.

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

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

4.6 **ORDERING AUTHORITY.**

4.6.1 Any request for purchase of product(s) shall be accompanied by a valid purchase order, issued by Office of Procurement Services, a Purchase Order issued by the using Department or direction by a Certified Agency Procurement Aid (CAPA) with a Purchase Card for payment.

4.7 **REQUIREMENTS CONTRACT:**

4.7.1 Contractors signify their understanding and agreement by signing a bid submittal, that the Contract resulting from the bid is 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.

4.7.2 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 for actual and documentable costs incurred by the Contractor in response to 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.

4.7.3 Contractors agree to accept verbal notification of cancellation of Purchase Orders 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.

4.8 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

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

4.9 TERMINATION FOR DEFAULT:

The County may, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

4.9.1 Deliver the supplies or to perform the services within the time specified in this contract or any extension;

4.9.2 Make progress, so as to endanger performance of this contract; or

4.9.3 Perform any of the other provisions of this contract.

4.9.4 The County's right to terminate this contract under these subparagraph may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the County) after receipt of the notice from the Procurement Officer specifying the failure.

4.10 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.

4.11 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.

4.12 ADDITIONS/DELETIONS OF SERVICE:

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

4.13 SUBCONTRACTING:

4.13.1 The Contractor may not assign to another Contractor 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.

4.13.2 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.

4.14 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.

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

4.15.1 In accordance with section MCI 371 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

4.15.2 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.

4.15.3 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 invoices, request for credit, request for a check or deduction from current billings 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.

4.16 VALIDITY:

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

4.17 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.

4.18 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, co-employee, partnership, principal and agent, or joint venture between the County and the Contractor.

4.19 NON-DISCRIMINATION:

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website

<http://azmemory.azlibrary.gov/cdm/singleitem/collection/execorders/id/680/rec/1> which is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, CONTRACTOR shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

4.20 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

4.20.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor

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

4.20.1.2 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;

4.20.1.3 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

4.20.1.4 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.

4.20.2 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.

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

4.21.1 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.

4.21.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 4.21 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.

4.22 CONTRACTOR LICENSE REQUIREMENT:

- 4.22.1 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.
- 4.22.2 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.

4.23 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:

- 4.23.1 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,
- 4.23.2 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.

4.24 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 in its offer 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 and the Arizona Public Records Law.

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
CUMMINS ROCKY MOUNTAIN, LLC**

EXHIBIT B
Award and Rate Sheet

CUMMINS ROCKY MOUNTAIN, LLC, 651 N 101ST AVE., AVONDALE AZ 85323

COMPANY NAME: Cummins Rocky Mountain
 DOING BUSINESS AS (DBA) NAME: _____
 MAILING ADDRESS: 651 N 101st Ave., Avondale AZ 85323
 REMIT TO ADDRESS: PO Box 912138, Denver CO 80291-2138
 TELEPHONE NUMBER: 623-474-2600
 FACSIMILE NUMBER: 623-474-2730
 WEB SITE: www.cumminsrockymountain.com
 REPRESENTATIVE NAME: Theresa Gardner
 REPRESENTATIVE TELEPHONE NUMBER: 623-474-2600
 REPRESENTATIVE E-MAIL: theresa.gardner@cummins.com

YES NO REBATE

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:

WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:

NET 30 DAYS

Manufacturer	CURRENT PRICE LIST AT DATE OF ISSUE	PRICE COLUMN TO BE USED	DISCOUNT (% OFF)
Cummins			15%
Fleetguard			62%

Labor Rates	Unit Price
Labor Rate Contractor Facility	\$102.00
Labor Rate County Facility	\$136.50
Labor Rate for after hours/overtime (if different)	\$204.75
Labor Rate for Field Service	\$204.75
Labor Rate for Field Service Overtime	\$204.75
1.3 Mileage - 1st 50 miles free or a onetime flat fuel charge:	\$2.35 per mile N/A flat fuel charge
1.4 Business Hours	6:00AM - Midnight M-F 6:00AM - 4:30PM Saturday
1.5 Return Policy	10 day full price
1.5.1 Time limitations	filters 1 year
1.5.2 Restocking charge (if any)	10%
1.6 Additional Services Offered:	parts delivery
1.7 Warranty (define)	parts 1 year, labor 90 days
1.8 Additional Participating Locations:	cummins rocky mountain Mesa 440 E. Juanita Ave., Mesa, AZ 85204

NIGP CODE: 06066
 Terms: NET 30 DAYS
 Vendor Number: W000004563 X

Certificates of Insurance Required

Contract Period: To cover the period ending July 31, 2016.

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
CUMMINS ROCKY MOUNTAIN, LLC**

EXHIBIT C
Scope of Work

PROJECT

To purchase Parts, Service and Accessories to repair heavy duty trucks and equipment on an as needed basis.

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
CUMMINS ROCKY MOUNTAIN, LLC**

EXHIBIT D

METHOD AND AMOUNT OF COMPENSATION

Method of payment is provided in Paragraph 3 of the Agreement. The amount of compensation, including any applicable hourly rates, is provided in the rate sheet and award pursuant to Maricopa County Solicitation No. 15021-C.

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed \$500,000.

DETAILED PROJECT COMPENSATION

Purchase of Parts, Service and Accessories to repair heavy duty trucks and equipment on an as needed basis.



Legislation Description

File #: 15-560, Version: 1

AUTHORIZATION FOR COOPERATIVE PURCHASE OF HEAVY DUTY TRUCK AND EQUIPMENT REPAIR WITH DON SANDERSON FORD, INC.

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for City Council to authorize the Acting City Manager to enter into a linking agreement with Don Sanderson Ford, Inc. (Sanderson Ford) for the repair of heavy duty trucks and equipment in an amount up to \$100,000 for the initial term, effective upon signing of the agreement and running through July 31, 2016; and to authorize the City Manager to renew the agreement, at the City Manager's discretion, for an additional four years, in one-year increments, based on the annual renewal of Contract No. 15021-C by Maricopa County, in an amount not to exceed \$500,000 over the full five-year period.

Background

Public Works maintains a diverse fleet of vehicles and associated equipment used to support key city operations including police and fire services, solid waste collection and disposal divisions, transportation services transit division, and water services distribution, collection and reclamation divisions. The purchase of parts, service and accessories for the repair of heavy duty trucks and equipment from outside vendors is required to keep vehicles and machinery functioning properly. The cost for this service is charged back to the responsible departments.

Sanderson Ford was awarded a bid by Maricopa County for heavy duty truck and equipment repair services and staff is requesting to utilize the cooperative purchase with Strategic Alliance for Volume Expenditures (SAVE). SAVE is a consortium of local municipalities, in which Glendale is a member. Contract No. 15021-C was awarded on August 1, 2015 and ends on July 31, 2016, and includes an option to renew the term of the contract for an additional four years, in one- year periods, allowing the contract to be extended through July 31, 2020.

Cooperative purchasing allows counties, municipalities, schools, colleges and universities in Arizona to use a contract that was competitively procured by another governmental entity or purchasing cooperative. Such purchasing helps reduce the cost of procurement, allows access to a multitude of competitively bid contracts, and provides the opportunity to take advantage of volume pricing. The Glendale City Code authorizes cooperative purchases when the solicitation process utilized complies with the intent of Glendale's procurement processes. This cooperative purchase is compliant with Chapter 2, Article V, Division 2, Section 2 -149 of the Glendale City Code, per review by Materials Management.

Analysis

The city's agreement with Sanderson Ford will be effective upon signing of the agreement and run through July 31, 2016. Should Council approve the requested authorization for the City Manager to renew the agreement, and with the annual renewal of the Maricopa County contract, the city's agreement with Sanderson Ford may be extended for an additional four years, in one-year increments, with a final termination date of July 31, 2020. This is a request for expenditure authority only and does not mean that the city will expend the full annual authorized amount of \$100,000 with Sanderson Ford.

Sanderson Ford is used for the repair of the city's heavy duty Dial-A-Ride Busses and some of the large sanitation trucks and fire trucks with Cummins engines and Allison transmissions. The expeditious repair of these vehicles is necessary for the equipment to be available for the delivery of essential services to Glendale citizens and customers.

Previous Related Council Action

On June 24, 2014, Council authorized the cooperative purchase of heavy duty truck and equipment repair with Don Sanderson Ford, Inc. in an amount not to exceed \$100,000 annually.

Community Benefit/Public Involvement

The use of outside vendors for the repair of heavy duty trucks and equipment supplements internal service capacity and allows for the most expeditious return of vehicles and equipment to city operations for smooth and uninterrupted delivery of service to the public.

Cooperative purchasing produces the lowest possible volume prices and allows for the most effective use of available funding. The bids are publicly advertised and all Arizona firms have an opportunity to participate.

Budget and Financial Impacts

Funding is available in the fiscal year 2015-16 Public Works Department operating and maintenance budget. Expenditures with Don Sanderson Ford, Inc. are estimated to be \$100,000 for the initial contract year, with a not to exceed amount of \$500,000 over the entire term of the agreement.

Cost	Fund-Department-Account
\$100,000	2590-18300-518200, Fleet Management

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
DON SANDERSON FORD, INC.**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this _____ day of _____, 2015, between the City of Glendale, an Arizona municipal corporation (the "City"), and Don Sanderson Ford, Inc., an Arizona corporation ("Contractor"), collectively, the "Parties."

RECITALS

- A. On July 22, 2015, under the S.A.V.E. Cooperative Purchasing Agreement, Maricopa County entered into a contract with Contractor to purchase the goods and services described in the Heavy Duty Truck, Construction And Agricultural, Industrial Fleet And Equipment Parts, Service And Accessories Contract, Maricopa County Contract No. 15021-C, which is attached hereto as Exhibit A. The Heavy Duty Truck, Construction And Agricultural, Industrial Fleet And Equipment Parts, Service And Accessories Contract permits its cooperative use by other governmental agencies including the City. The Heavy Duty Truck, Construction And Agricultural, Industrial Fleet And Equipment Parts, Service And Accessories Contract is hereinafter referred as the Cooperative Purchasing Agreement.
- B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference, and the covenants and promises contained in this Linking Agreement, the parties agree as follows:

1. Term of Agreement. The City is purchasing the supplies and/or services from Contractor pursuant to Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement award and rate sheet, which are attached hereto as part of Exhibit B, purchases can be made by governmental entities from the date of award, which was August 1, 2015, until the date the contract expires on July 31, 2016, unless the term of the Cooperative

Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not extend the contract beyond July 31, 2020. The initial period of this Agreement therefore is the period from the Effective Date of this Agreement until July 31, 2016. The City, however, may renew the term of this Agreement for 4 one-year periods until the Cooperative Purchasing Agreement expires on July 31, 2020. Renewals are not automatic and shall only occur if the City gives the Contractor notice of its intent to renew. The City may give the Contractor notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such a one-year renewal.

2. Scope of Work; Terms, Conditions, and Specifications.

- A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as Exhibit C.
- B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporate into and are an enforceable part of this Agreement.

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as the Cooperative Purchasing Agreement, unless the City and Contractor agree to a different schedule, as provided in Exhibit D.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed one hundred thousand dollars (\$100,000).

4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

5. Non-discrimination. Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

6. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

7. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale
c/o Montana Slack
6210 W. Myrtle Avenue, Suite #111
Glendale, Arizona 85301
623-930-2621

and

Don Sanderson Ford, Inc.
c/o Stan Wibben
6400 N. 51st Avenue
Glendale, Arizona
623-842-8762

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth above.

“City”

City of Glendale, an Arizona
municipal corporation

By: _____

Richard A. Bowers
Acting City Manager

“Contractor”

Don Sanderson Ford, Inc.,
an Arizona corporation

By: _____


Name: Stan Wibben
Title: Service Director

ATTEST:

Pamela Hanna (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
DON SANDERSON FORD, INC.**

EXHIBIT A

Heavy Duty Truck, Construction And Agricultural, Industrial Fleet And Equipment Parts, Service
And Accessories, Maricopa County Solicitation No. 15021-C

SERIAL 15021 C

**HEAVY DUTY TRUCK, CONSTRUCTION AND AGRICULTURAL,
INDUSTRIAL FLEET AND EQUIPMENT PARTS, SERVICE AND
ACCESSORIES**

DATE OF LAST REVISION: July 22, 2015

CONTRACT END DATE: July 31, 2016

CONTRACT PERIOD THROUGH JULY, 31, 2016

TO: All Departments

FROM: Office of Procurement Services

**SUBJECT: Contract for HEAVY DUTY TRUCK, CONSTRUCTION AND AGRICULTURAL,
INDUSTRIAL FLEET AND EQUIPMENT PARTS, SERVICE AND ACCESSORIES**

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 **July 22, 2015. (Effective August 1, 2015)**

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

NP/jl
Attach

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

(Please remove Serial 10018-C from your contract notebooks)

SANDERSON FORD, 6400 N 51 AVE., GLENDALE, AZ 85301

NIGP CODE: 06066
Terms: 30 DAYS
Vendor Number: 2011001026 0
Certificates of Insurance Required

Contract Period

To cover the period ending July 31, 2016.

HEAVY DUTY TRUCK, CONSTRUCTION AND AGRICULTURAL / INDUSTRIAL FLEET AND EQUIPMENT PARTS, SERVICE & ACCESSORIES

1.0 INTENT:

This Invitation for Bid is intended to establish a contract for a full line of parts, accessories and service for Heavy Duty Trucks 1 ½ ton and higher, Construction / Agricultural / Industrial equipment. It is not intended for one (1) contractor to provide all requirements. The contract will be awarded in part, sections or groups where such action serves the County's best interest. All charges to the County shall be in accordance with the terms of the resultant pricing agreement. Purchases are authorized by purchase order or purchase credit card only.

Other governmental entities under agreement with the County may have access to services provided hereunder (see also Sections 3.35 and 3.36, 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 or to ensure adequate competition on any project or task order work.

2.0 SPECIFICATIONS:

2.1 TECHNICAL REQUIREMENTS:

2.1.1 AUTHORIZED SERVICE FACILITIES:

- 2.1.1.1 The contractors shall be certified as a respective manufacturer's authorized service facility for the type of vehicle size and equipment offered on attachment A of the pricing section.
- 2.1.1.2 The service facility shall be open Monday through Friday from 8:00 a.m. to 5:00 p.m.
- 2.1.1.3 The County's expectations are to establish parts and service for all manufactures in the County's rolling fleet.
- 2.1.1.4 No volume of business is a guarantee.

NOTE: IT IS IMPORTANT FOR THE BIDDERS TO INDICATE THE GROSS VEHICLE WEIGHT (GVW) THEIR SERVICE FACILITY ARE EQUIPPED TO SERVICE. THERE IS A SPACE ON ATTACHMENT "A" FOR YOU TO PROVIDE THIS INFORMATION.

FOR EXAMPLE: FACILITY ONLY EQUIPPED TO SERVICE \ TRUCKS 2 TON

2.1.2 MANUFACTURERS / PARTS:

This list is only to provide you with a few of our manufacturers and parts used in our rolling fleet.

MCI TRANSPORT BUS	KUBOTA / BOBCAT	INGERSOLL-RAND-FLEET PARTS (NO TOOLS
BLUE BIRD BUSES	JOHN DEERE GREEN	JOHN DEERE YELLOW
THOMAS BUSES	BEARCAT	CATERPILLAR
ROSCO ROLLERS	PB LOADER	BROCE BROOM/SWEEPERS
TENNANT SWEEPERS	JCB BACKHOE'S/LOADERS	RACK & PINION
CUMMINS DIESEL ENGINE	TITAN	BEAR/ELGIN BROOM
PULL TARP	ROLL-RITE	DYNA PAC ROLLERS
BINGHAM FORD	MASSEY FERGUSON	THERMO-KING
MAXON LIFTS	FREIGHTLINER	STERLING
SCORPION ATTENUATOR	3M MESSAGE BOARDS	SOLAR TECH MESSAGE BOARDS
ATV'S	VERMEER-WOOD	MORBARK BRUSH

POLARIS/HONDA/YAMAHA	CHIPPERS	CHIPPERS
MACK/VOLVO	INTERNATIONAL	TIGER CRANES
DUR-A-LIFTS	VERSA LIFTS	IMT CRANES
WARN WINCHES	RAMSEY WINCHES	WACKER
PTO	MB – PAINT STRIPPERS	DRIVELINE
RICON WHEELCHAIR LIFTS	BRAUN WHEELCHAIR LIFTS	MASSEY’S FUEL TANK INSPECTIONS
RV-NEWMAR	RV-CHAMPION	RV-THOMAS
CHASSIS/SUSPENSIONS	VICKER PUMPS	WELDING SUPPLIES
AUTOMOTIVE FLEET FASTNERS	WEATHERGUARD TOOL BOXES	DELTA TOOL BOXES
MASTERRACK	SKIP-LINE	FLEETGUARD
CARRIER A/C	FORD NEW HOLLAND	PETERBUILT
WIX’S FILTERS	BRAKE COMPONENTS	WINDSHIELD WIPERS
SMALL GENERATOR – ONAN/KOHLER	PRESSURE WASHERS	COATS -TIRE MACHINES
INGERSOLL-RAND-AIR COMPRESSORS	HYDRAULIC JACKS	DEF FLUID
CARGO VAN EQUIPMENT-SHELVING/PARTITIONS/LADDER RACKS/BINS	AIR/OIL/WATER/FITTINGS-HOSES REELS	ALTERNATORS/STARTERS

2.1.3 FABRICATION:

The County will have service request for fabrication such as cargo equipment, transport vans, facilities vans and other related fabrications required to outfit the County trade vehicles. If this is part of your business include the manufacturers you carry for Cargo equipment (i.e., shelving, ladder racks, bins, partitions, etc.).

2.2 TECHNICAL AND DESCRIPTIVE SALES LITERATURE:

The Contractor shall provide copies of its sales literature and brochures and copies of any manufacturer’s technical and/or descriptive literature regarding the material(s) the Contractor proposes to provide. Literature shall include sufficient, in-detail, to allow full and fair evaluation of the material(s) submitted, and must be included with the bid. Failure to include this information may result in the bid being rejected.

3.0 PURCHASING REQUIREMENTS:

3.1 LABOR RATES:

The contractor shall provide information:

- Labor rates;
- at contractor’s facility
- After hours / overtime
- Field service calls (if applicable)
- Field service calls afterhours/overtime
- Mileage 1st 50 free (if applicable) or
- Onetime flat rate fuel charge
- Business hours

3.1.1 The invoices shall be submitted within twenty-four (24) hours from date of service, by fax 602-506-1182 or email.

3.1.2 After hours/overtime service must be approved prior to providing the service.

3.1.3 Service truck(s) - fully equipped with parts, diagnostic / repair tools, etc. to complete the repairs at no cost to the County. Any unforeseen equipment is required to complete the

- job include the type of equipment that may be required (i.e. rental equipment) on attachment A.
- 3.1.4 Duplicate charges - the County shall not be responsible for any rates / charges defined in section 2.1.4 for negligence on the contractors / service technician not prepared with all parts, tools, equipment, material and other related items required to complete the repair.
- 3.1.5 Equipment Services reserves the right to dispute charges on labor hours and repairs performed if deemed excessive / unreasonable. If any portion of the repair performed is determined to be excessive charges, the contractor shall credit the original invoice referencing the work order and the vehicle number.
- 3.2 DEFINITIONS:
- 3.2.1 Labor rate – the time it takes to complete the repair. The contractor shall utilize ½ hour increments when applicable.
- 3.2.2 Afterhours labor rate – services render after normal business hours.
- 3.2.3 Field service call rate (if applicable) - a onetime / one way charge in route / travel to the County site maximum one (1) hour. This rate shall be the same for all field service calls.
- 3.2.4 Mileage (if applicable) – to County job site, the 1st 50 miles are free or choose a onetime flat rate fuel charge.
- 3.3 EQUIPMENT SERVICE DEPARTMENT SERVICE CENTERS:
- Equipment Services Department operates five (5) service centers. Our operating hours are Monday through Friday, excluding holidays; hours of operation are different per location.
- 3.3.1 Durango Main Service Center, 3325 W. Durango, Phoenix, 85009 (602-506-4678), 6:00 a.m. to 4:30 p.m.
- 3.3.2 Mesa Service Center, 155 E. Coury, Mesa, 85210 (602-506-4794), 6:00 a.m. to 2:30 p.m.
- 3.3.3 Dysart Service Center, 16821 N. Dysart Rd. Surprise, 85374 (623-583-1836), 7:00 a.m. to 3:30 p.m.
- 3.3.4 Downtown Service Center, 120 S. 4th Ave, Phoenix, 85003 (602-506-2909), 7:30 a.m. to 4:00 p.m.
- 3.3.5 Buckeye Service Center, 26449 W. HWY 85, Buckeye, 85326 (623-386-7461), 6:00 a.m. to 3:30 p.m.
- 3.4 WORK ORDER ASSIGNMENTS:
- 3.4.1 Equipment Service Department Shop Supervisors and Service Writers (SW) will coordinate and issue a work order with the vehicle number to the contractor as an authorization to perform service. *Do not perform any service without a work order.* The contractor shall contact the SW 602-506-4678 (voice message) or 602-506-2886 (direct contact) on all delays, pick-ups, deliveries, questions or additional repair approval.
- 3.4.2 The designated employee(s) will give the contractor(s) a preliminary diagnosis of the vehicle(s) repair.
- 3.5 RESPONSE TIME:
- 3.5.1 The response time to pick-up a vehicle under warranty shall be within the same business day, or unless a prior agreement has been made between the County and contractor.
- 3.5.2 The County will be responsible for transporting vehicle(s) not covered under warranty using the current County's Towing Service contract.
- 3.5.3 The contractor will be given an expected turn-around time by the Shop Supervisor and/or Service writer. If the turn-around time cannot be met, the contractor shall inform the Shop Supervisor or Service Writer at that time.
- 3.5.4 If the contractor has more than three (3) County vehicles at their facility, the County reserves the right to send the County vehicle(s) to another service facility from the contract, when applicable.
- 3.5.5 These items listed are not intended to terminate the contractor from future work order assignments only to eliminate downtime on vehicles.

3.6 STATUS REPORTS:

- 3.6.1 The contractor shall submit a daily status report with the work number and vehicle number, date received, with details on the completion date, via fax (602-506-1182) or email to the designated employee(s).
- 3.6.2 The report shall be submitted every day by 4:00 p.m.

3.7 PARTS PRICING:

- 3.7.1 All replacement parts shall be of Original Equipment Manufacturer (OEM). Exceptions are made when OEM parts are no longer available, the County must provide prior approval to replace parts with aftermarket parts.
- 3.7.2 Submit price list(s) by hard copy, website access or flash drive / CD. If a software license is required to view pricing, the contractor shall provide at no cost to the County.

3.8 DELIVERY OF PARTS:

Deliveries shall be made to all locations within 2 hours of placing orders. Exceptions are made when the site is more than 2 hours in distance (travel time) from contractor(s) facility.

- 3.8.1 It is not the responsibility of the County to pay freight on normal stock items.
- 3.8.2 All priority deliveries (i.e., overnight, air freight, UPS direct, etc.) shall be authorized by a Shop Supervisor / Lead and that person's name shall be on the invoice in order to authorize special delivery payment.
- 3.8.3 Contractor(s) shall contact the designated service center on all delivery delays.
- 3.8.4 Contractor(s) shall provide the best times to place stock orders to receive same day or within Twenty-Four (24) hours.
- 3.8.5 Contractor(s) are to indicate if they have the capability to deliver to all locations on a daily bases and provide "hot shots runs" or "just in time parts".
- 3.8.6 When part(s) are delivered on a pallet, the contractor is required to pick up and dispose of the pallet(s). The pallets must be labeled or stamped with the contractor's name for identification purposes.

3.9 EXPEDITED DELIVERY:

- 3.9.1 If the Using Agency determines that expedited delivery or other alternate shipping is required, it shall notify the Contractor. The Contractor shall determine any additional costs associated with such delivery terms and communicate that cost to the Using Agency.
- 3.9.2 The Using Agency shall not advise the Contractor to proceed with an expedited shipment until acceptable terms are agreed upon and a purchase order is issued. Upon agreeing to the additional costs, the Using Agency shall advise the Contractor to proceed.
- 3.9.3 Upon receipt of material(s) and invoicing, the Using Agency shall ensure that any additional charges are in compliance with and do not exceed agreed to costs. The Using Agency shall retain all documents related to these costs within the agency purchase file.

3.10 ACTIVE DISTRIBUTORS:

The Contractor shall be an active distributor of all manufacturers offered on Attachment A, Pricing at the time of bid submission. The manufacturers shall have your company on file as an authorized distributor for the products listed. Maricopa County reserves the right to contact the manufacturer's to verify authorization to ensure compliance with the terms and conditions of this solicitation.

3.11 WARRANTY:

- 3.11.1 The minimum warranty shall be 90 days or manufacturer warranty whichever is greater.
- 3.11.2 Warranty replacement shall be at no additional charge to the County. A "NO CHARGE" invoice shall accompany all warranty repairs detailing failure, diagnosed cause and parts

replaced. Contractor(s) shall respond to all warranty requests within twenty-four (24) hours of notification.

3.11.3 The effective date on all warranties shall begin at the time of complete installation and acceptance by the County.

3.11.4 The Contractor shall indicate on the Price Sheet the duration of the warranty and any applicable limitations or conditions which may apply.

3.12 RETURN POLICY:

The bidders shall state their return policy and reference the "inventory adjustment" (see section 2.13).

3.12.1 When a restocking charge is applied, the invoice shall reflect the original purchase price of each part returned and the restocking charge shall be on a separate line.

3.12.2 Damaged, broken or unsealed packages shall not be accepted.

3.12.3 All credit memos shall reference original invoice or return slip number. The contractor shall provide, with company name, a return / credit slip booklet at no cost to the County.

3.13 STOCK LIFT:

3.13.1 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.

3.14 INVENTORY ADJUSTMENTS:

3.14.1 The contractor(s) shall accept the return of all parts considered non-moving or seasonal parts pulled during a six (6) month inventory adjustment at no cost or penalty.

3.15 SAFETY STANDARDS:

3.15.1 All work performed shall meet current Arizona State and Code Federal Regulations under Title 49 mandates, no exceptions.

3.16 SETTING UP COUNTY ACCOUNT:

It shall be the responsibility of all contractors to communicate with their parts department, service area, accounts receivable and other areas involved in compliance with this pricing agreement.

3.17 ADDITIONAL CHARGES & FEES:

Maricopa County is not responsible for miscellaneous charges or fees (i.e., shop supplies, environmental fees, hazardous waste) other than those listed in the pricing section of this contract.

3.18 SHIPPING DOCUMENTS:

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

3.18.1 Contract Serial number.

3.18.2 Contractor's name and address.

3.18.3 Using Agency name and address.

3.18.4 Using Agency purchase order number.

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

3.19 SHIPPING TERMS:

Bid price(s) and terms shall be F.O.B. Destination at:
Maricopa County Equipment Services
3325 West Durango St.
Phoenix, Arizona 85009

3.20 OPERATING MANUALS:

Upon delivery, Contractor shall provide comprehensive operational manuals, service manuals and schematic diagrams, if required by the Using Agency.

3.21 INSTALLATION:

The Contractor's price shall include delivery and installation of all equipment in a complete operating condition.

3.22 SAMPLES:

The Contractor may be requested to furnish samples of material(s) bid for examination by the County. Any materials so requested shall be furnished within TEN (10) working days from the date of request and furnished at no cost to the County and sent to the address designated in the requesting correspondence.

3.23 TESTING:

Unless otherwise specified, materials purchased will be inspected by the Using Agency to ensure the materials meet the quality and quantity requirements of the Specifications. When deemed necessary by the County, samples of the materials may be taken at random from stock received for submission to a commercial laboratory or other appropriate agency for analysis and tests as to whether the materials conform in all respects to the Specifications. In cases where commercial laboratory reports determine that the materials do not meet the Specifications, the expense of such analysis shall be borne by the Contractor.

3.24 ACCEPTANCE:

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

3.25 STOCK:

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

3.26 MAINTENANCE:

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

3.27 BRAND NAME:

The County reserves the right to request samples to determine quality and acceptability of materials bid by Contractor. In some cases, brand names have been listed in order to define the desired quality and are not intended to be restrictive or to limit competition. Materials substantially equivalent to those designated shall qualify for consideration.

3.28 ORDER CUTOFF INFORMATION:

Contractors submitting bids shall advise the County of all known order cutoff dates for the equipment / product(s) specified in this solicitation at the time of bid submission. Notification of any subsequent cutoff date(s) (learned after submission of bid) shall also be the Contractor's

responsibility. The Contractor shall advise the County of subsequent cutoff dates by notifying the Procurement Officer, in writing, of the new information.

3.29 USAGE REPORT:

The Contractor shall furnish the County a usage report upon request 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.

3.30 Background Check:

Bidders/proposers need to aware that there may be multiple background checks (Sheriff's Office, County Attorney's Office, Courts as well as Maricopa County general government) to determine if the respondent is acceptable to do business with the County. This applies to (but is not limited to) the company, sub-contractors and employees and the failure to pass these checks shall deem the respondent non-responsible.

3.31 INVOICES AND PAYMENTS:

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

Service Invoice

- Company name, address and contact
- County bill-to department and contact information
- Contract Serial Number
- County purchase order number (if not paid by credit card)
- County work order and vehicle number
- Invoice number and date
- Payment terms
- Date of service
- Description-complaint, cause, cure
- Description of Purchase (parts used: list numbers/quantities/description)
- Pricing per unit of purchase (list cost minus discount price)
- Hourly rate with hours
- Warranty
- Freight (with prior approval)
- Extended price
- Mileage w/rate (if applicable)
- Arrival and completion time
- Sales tax and tax rate (on parts only)
- Total Amount Due

Packing list or Parts Invoice

- Note: packing slips must have pricing listed.
- Contract Serial Number
- County purchase order number (if not paid by credit card)
- County work order and vehicle number
- Part number/quantities/descriptions
- Unit cost: list cost minus discount
- Freight (with prior approval)
- Sales tax and tax rate
- Total cost

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

- 3.31.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (<http://www.maricopa.gov/Finance/Vendors.aspx>).
- 3.31.4 Discounts offered in the contract shall be calculated based on the date a properly completed invoice is received by the County (ROI).
- 3.31.5 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.
- 3.32 APPLICABLE TAXES:
- 3.32.1 **Payment of Taxes:** The Contractor shall pay all applicable taxes. With respect to any installation labor on items that are not attached to real property performed by Contractor under the terms of this Contract, the installation labor cost and the gross receipts for materials provided shall be listed separately on the Contractor's invoices.
- 3.32.2 **State and Local Transaction Privilege Taxes:** Maricopa County is subject to all applicable state and local transaction privilege taxes. To the extent any state and local transaction privilege taxes apply to sales made under the terms of this contract it is the responsibility of the seller to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.
- 3.32.3 **Tax Indemnification:** Contractor and all subcontractors shall pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold Maricopa County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
- 3.33 TAX:
- Tax shall not be levied against labor. Sales/use tax will be determined by County. Tax will not be used in determining low price.
- 3.34 POST AWARD MEETING:
- The Contractor may be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of this Contract. This meeting will be coordinated by the Procurement Officer of the Contract.
- 3.35 **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.

3.36 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.

3.37 VOLUNTARY EMPLOYEE DISCOUNTS

3.37.1 Vendors may voluntarily offer discounts to County employees for products or services provided under this contract. Whether a vendor offers or does not offer an employee discount is not a factor in nor considered in the evaluation of responses to this solicitation.

3.37.2 Any discount offered is part of a commercial transaction between the vendor and individual County employees and the County is not a party to the transaction. Any disputes or issues arising from an individual commercial transaction between the vendor and an individual County employee is a matter between the vendor and the employee. If a discount is offered, the terms will be announced to County employees.

4.0 CONTRACTUAL TERMS & CONDITIONS:

4.1 CONTRACT TERM:

This Invitation for Bid is for awarding a firm, fixed-price purchasing contract to cover a term of one (1) year.

4.2 OPTION TO RENEW:

The County may, at its option and with the concurrence of the Contractor, renew the term of this Contract up to a maximum of four (4) 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 (60) calendar days prior to the expiration of the original contract term..

4.3 PRICE ADJUSTMENTS:

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

4.4 INDEMNIFICATION:

To the fullest extent permitted by law, and to the extent that claims, damages, losses or expenses are not covered and paid by insurance purchased by the Contractor, the Contractor shall defend indemnify and hold harmless the County (as Owner), its agents, representatives, agents, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses (including, but not limited to attorneys' fees, court costs, expert witness fees, and the costs and attorneys' fees for appellate proceedings) arising out of, or alleged to have resulted from the negligent acts, errors, omissions, or mistakes relating to the performance of this Contract.

Contractor's duty to defend, indemnify, and hold harmless the County, its agents, representatives, agents, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss, or expense that is attributable to bodily injury, sickness, disease, death or injury to, impairment of, or destruction of tangible property, including loss of use resulting there from, caused by negligent acts, errors, omissions, or mistakes in the performance of this Contract, but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, any

one directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

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

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

4.5 INSURANCE.

- 4.5.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.
- 4.5.2 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.
- 4.5.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.
- 4.5.4 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.
- 4.5.5 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.
- 4.5.6 The insurance policies required by this Contract, except Workers' Compensation and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.
- 4.5.7 The policies required hereunder, except Workers' Compensation and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.
- 4.5.8 **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, \$4,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provisions which would serve to limit third party action over claims. There shall be no endorsement or modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

4.5.9 **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 Lessee's owned, hired, and non-owned vehicles assigned to or used in performance of the Lessee's work or services or use or maintenance of the Premises under this Lease.

4.5.10 **Workers' Compensation.**

Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Lessee's employees engaged in the performance of the work or services under this Lease; 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.

Lessee, its contractors and its subcontractors waive all rights against Lessor 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 Lessee, its contractors and its subcontractors pursuant to this Lease.

4.5.11 **Certificates of Insurance.**

4.5.11.1 Prior to Contract **AWARD**, 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.

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

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

4.6 **ORDERING AUTHORITY.**

4.6.1 Any request for purchase of product(s) shall be accompanied by a valid purchase order, issued by Office of Procurement Services, a Purchase Order issued by the using Department or direction by a Certified Agency Procurement Aid (CAPA) with a Purchase Card for payment.

4.7 **REQUIREMENTS CONTRACT:**

4.7.1 Contractors signify their understanding and agreement by signing a bid submittal, that the Contract resulting from the bid is 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.

4.7.2 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 for actual and documentable costs incurred by the Contractor in response to 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.

4.7.3 Contractors agree to accept verbal notification of cancellation of Purchase Orders 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.

4.8 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

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

4.9 TERMINATION FOR DEFAULT:

The County may, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

4.9.1 Deliver the supplies or to perform the services within the time specified in this contract or any extension;

4.9.2 Make progress, so as to endanger performance of this contract; or

4.9.3 Perform any of the other provisions of this contract.

4.9.4 The County's right to terminate this contract under these subparagraph may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the County) after receipt of the notice from the Procurement Officer specifying the failure.

4.10 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.

4.11 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.

4.12 ADDITIONS/DELETIONS OF SERVICE:

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

4.13 SUBCONTRACTING:

4.13.1 The Contractor may not assign to another Contractor 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.

4.13.2 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.

4.14 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.

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

4.15.1 In accordance with section MCI 371 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

4.15.2 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.

4.15.3 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 invoices, request for credit, request for a check or deduction from current billings 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.

4.16 VALIDITY:

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

4.17 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.

4.18 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, co-employee, partnership, principal and agent, or joint venture between the County and the Contractor.

4.19 NON-DISCRIMINATION:

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website

<http://azmemory.azlibrary.gov/cdm/singleitem/collection/execorders/id/680/rec/1> which is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, CONTRACTOR shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

4.20 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

4.20.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor

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

4.20.1.2 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;

4.20.1.3 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

4.20.1.4 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.

4.20.2 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.

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

4.21.1 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.

4.21.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 4.21 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.

4.22 CONTRACTOR LICENSE REQUIREMENT:

- 4.22.1 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.
- 4.22.2 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.

4.23 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:

- 4.23.1 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,
- 4.23.2 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.

4.24 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 in its offer 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 and the Arizona Public Records Law.

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
DON SANDERSON FORD, INC.**

EXHIBIT B
Award and Rate Sheet

SANDERSON FORD, 6400 N 51 AVE., GLENDALE, AZ 85301

COMPANY NAME: SANDERSON FORD

DOING BUSINESS AS (DBA) NAME: _____

MAILING ADDRESS: 6400 N 51 AVE., GLENDALE, AZ 85301

REMIT TO ADDRESS: SAME

TELEPHONE NUMBER: 623-842-8762

FACSIMILE NUMBER: 623-842-8637

WEB SITE: WWW.SANDERSONFORD.COM

REPRESENTATIVE NAME: DAVE BEARD

REPRESENTATIVE TELEPHONE NUMBER: 623-842-8762

REPRESENTATIVE E-MAIL: DBEARD@SANDERSONFORD.COM

	YES	NO	REBATE
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

	CURRENT PRICE LIST AT DATE OF ISSUE	PRICE COLUMN TO BE USED	DISCOUNT (% OFF)
Manufacturer			
FORD MTR CO			10%
CATERPILLAR			10%
CUMMINS			10%
MOTORCRAFT			10%

Labor Rates	Unit Price		
Labor Rate Contractor Facility	\$63.50		
Labor Rate County Facility	\$75.00		
Labor Rate for after hours/overtime (if different)	\$75.00		
Labor Rate for Field Service	\$75.00		
Labor Rate for Field Service Overtime	\$75.00		
1.3 Mileage - 1st 50 miles free or a onetime flat fuel charge:	\$ N/A	per mile	\$ N/A flat fuel charge
1.4 Business Hours	7:30 AM - 6:00PM		
1.5 Return Policy	NO RESTRICTIONS		
1.5.1 Time limitations			
1.5.2 Restocking charge (if any)	<u>NONE</u>		
1.6 Additional Services Offered:	Blue Diamond all make/ all brand heavy truck parts for class 7 & 8 trucks at cost +10%		
1.7 Warranty (define)	Ford Warranty = 2 year/ unlimited miles all other oem warranty at 12months, 12000 miles.		
1.8 Additional Participating Locations:	NONE		

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
DON SANDERSON FORD, INC.**

**EXHIBIT C
Scope of Work**

PROJECT

To purchase Parts, Service and Accessories to repair heavy duty trucks and equipment on an as needed basis.

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
DON SANDERSON FORD, INC.**

EXHIBIT D

METHOD AND AMOUNT OF COMPENSATION

Method of payment is provided in Paragraph 3 of the Agreement. The amount of compensation, including any applicable hourly rates, is provided in the rate sheet and award pursuant to Maricopa County Solicitation No. 15021-C.

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed \$500,000.

DETAILED PROJECT COMPENSATION

Purchase of Parts, Service and Accessories to repair heavy duty trucks and equipment on an as needed basis.



Legislation Description

File #: 15-561, **Version:** 1

AUTHORIZATION FOR COOPERATIVE PURCHASE OF HEAVY DUTY TRUCK AND EQUIPMENT REPAIR WITH EMPIRE SOUTHWEST, LLC

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for City Council to authorize the Acting City Manager to enter into a linking agreement with Empire Southwest, LLC (Empire) for the repair of heavy duty trucks and equipment in an amount up to \$45,000 for the initial contract term, effective upon signing of the agreement and running through July 31, 2016; and to authorize the City Manager to renew the agreement, at the City Manager's discretion, for an additional four years, in one-year increments, based on the annual renewal of Contract No. 15021-C by Maricopa County, in an amount not to exceed \$225,000 over the full five-year period.

Background

Public Works maintains a diverse fleet of vehicles and associated equipment used to support key city operations including police and fire services, solid waste collection and disposal divisions, transportation services transit division, and water services distribution, collection and reclamation divisions. The purchase of parts, service and accessories for the repair of heavy duty trucks and equipment from outside vendors is required to keep vehicles and machinery functioning properly. The cost for this service is charged back to the responsible departments.

Empire was awarded a bid by Maricopa County for heavy duty truck and equipment repair services and staff is requesting to utilize the cooperative purchase with Strategic Alliance for Volume Expenditures (SAVE). SAVE is a consortium of local municipalities, in which Glendale is a member. Contract No. 15021-C was awarded on August 1, 2015 and ends on July 31, 2016, and includes an option to renew the term of the contract for an additional four years, in one-year periods, allowing the contract to be extended through July 31, 2020.

Cooperative purchasing allows counties, municipalities, schools, colleges and universities in Arizona to use a contract that was competitively procured by another governmental entity or purchasing cooperative. Such purchasing helps reduce the cost of procurement, allows access to a multitude of competitively bid contracts, and provides the opportunity to take advantage of volume pricing. The Glendale City Code authorizes cooperative purchases when the solicitation process utilized complies with the intent of Glendale's procurement processes. This cooperative purchase is compliant with Chapter 2, Article V, Division 2, Section 2-149 of the Glendale City Code, per review by Materials Management.

Analysis

The city's agreement with Empire will be effective upon signing of the agreement and run through July 31,

2016. Should Council approve the requested authorization for the City Manager to renew the agreement, and with the annual renewal of the Maricopa County contract, the city’s agreement with Empire may be extended for an additional four years, in one-year increments, with a final termination date of July 31, 2020. This is a request for expenditure authority only and does not mean that the city will expend the full annual authorized amount of \$45,000 with Empire Southwest, LLC.

Empire is used for the repair of Caterpillar tractors and equipment used by Water Services for the digging of trenches for water/wastewater repairs, and the Glendale Municipal Landfill for scraping and building of Landfill roads. The expeditious repair of these vehicles is necessary for the equipment to be available for the delivery of essential services to Glendale citizens and customers.

Previous Related Council Action

On June 24, 2014, Council authorized the cooperative purchase of heavy duty truck and equipment repair with Empire Southwest, LLC in an amount not to exceed \$45,000 annually.

Community Benefit/Public Involvement

The use of outside vendors for the repair of heavy duty trucks and equipment supplements internal service capacity and allows for the most expeditious return of vehicles and equipment to city operations for smooth and uninterrupted delivery of service to the public.

Cooperative purchasing produces the lowest possible volume prices and allows for the most effective use of available funding. The bids are publicly advertised and all Arizona firms have an opportunity to participate.

Budget and Financial Impacts

Funding is available in the fiscal year 2015-16 Public Works Department operating and maintenance budget. Expenditures with Empire are estimated to be \$45,000 for the initial contract year, with a not to exceed amount of \$225,000 over the entire term of the contract.

Cost	Fund-Department-Account
\$45,000	2590-18300-518200, Fleet Management

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
Empire Southwest, LLC**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this _____ day of _____, 2015, between the City of Glendale, an Arizona municipal corporation (the "City"), and Empire Southwest LLC, a Delaware limited liability company authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

RECITALS

- A. On July 22, 2015, under the S.A.V.E. Cooperative Purchasing Agreement, the County of Maricopa entered into a contract with Contractor to purchase the goods and services described in the Heavy Duty Truck, Construction And Agricultural, Industrial Fleet And Equipment Parts, Service And Accessories Contract, Maricopa County Contract No. 15021-C, which is attached hereto as Exhibit A. The Heavy Duty Truck, Construction And Agricultural, Industrial Fleet And Equipment Parts, Service And Accessories Contract permits its cooperative use by other governmental agencies including the City. The Heavy Duty Truck, Construction And Agricultural, Industrial Fleet And Equipment Parts, Service And Accessories Contract is hereinafter referred to as the Cooperative Purchasing Agreement.
- B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference, and the covenants and promises contained in this Linking Agreement, the parties agree as follows:

1. **Term of Agreement.** The City is purchasing the supplies and/or services from Contractor pursuant to Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement award and rate sheet, which are attached hereto as part of Exhibit B, purchases

can be made by governmental entities from the date of award, which was Aug 1, 2015, until the date the contract expires on July 31, 2016, unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not extend the contract beyond July 31, 2020. The initial period of this Agreement therefore is the period from the Effective Date of this Agreement until July 31, 2016. The City, however, may renew the term of this Agreement for 4 one-year periods until the Cooperative Purchasing Agreement expires on July 31, 2020. Renewals are not automatic and shall only occur if the City gives the Contractor notice of its intent to renew. The City may give the Contractor notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such a one-year renewal.

2. Scope of Work: Terms, Conditions, and Specifications.

- A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as Exhibit C.
- B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporate into and are an enforceable part of this Agreement.

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as the Cooperative Purchasing Agreement, unless the City and Contractor agree to a different schedule, as provided in Exhibit D.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed an estimated annual amount of forty-five thousand dollars (\$45,000).

4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

5. Non-discrimination. Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

6. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

7. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale

c/o Montana Slack
City of Glendale
6210 W. Myrtle Avenue, Suite #111
Glendale, Arizona 85301
623-930-2621

and

c/o Sam Ferreri
840 N 43rd Avenue
Phoenix, Arizona 85009
602-627-5726

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth above.

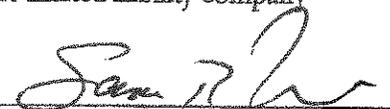
"City"

City of Glendale, an Arizona
municipal corporation

By: _____
Richard Bowers, Acting City Manager

"Contractor"

Empire Southwest, LLC.
a Delaware limited liability company

By: 
Name: ~~John Helms~~ SAM FERRERI
Title: ~~VP/CEO~~ SERVICE MANAGER

ATTEST:

Pamela Hanna (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
Empire Southwest, LLC**

EXHIBIT A

In accordance with the terms and conditions of this agreement and the rate sheet and award pursuant to Maricopa County Solicitation No. 15021-C, the City is agreeing to purchase Parts, Service and Accessories to repair heavy duty trucks and equipment on as as needed basis.

SERIAL 15021 C

**HEAVY DUTY TRUCK, CONSTRUCTION AND AGRICULTURAL,
INDUSTRIAL FLEET AND EQUIPMENT PARTS, SERVICE AND
ACCESSORIES**

DATE OF LAST REVISION: July 22, 2015

CONTRACT END DATE: July 31, 2016

CONTRACT PERIOD THROUGH JULY, 31, 2016

TO: All Departments

FROM: Office of Procurement Services

**SUBJECT: Contract for HEAVY DUTY TRUCK, CONSTRUCTION AND AGRICULTURAL,
INDUSTRIAL FLEET AND EQUIPMENT PARTS, SERVICE AND ACCESSORIES**

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 **July 22, 2015. (Effective August 1, 2015)**

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

NP/jl
Attach

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

(Please remove Serial 10018-C from your contract notebooks)

HEAVY DUTY TRUCK, CONSTRUCTION AND AGRICULTURAL / INDUSTRIAL FLEET AND EQUIPMENT PARTS, SERVICE & ACCESSORIES

1.0 INTENT:

This Invitation for Bid is intended to establish a contract for a full line of parts, accessories and service for Heavy Duty Trucks 1 ½ ton and higher, Construction / Agricultural / Industrial equipment. It is not intended for one (1) contractor to provide all requirements. The contract will be awarded in part, sections or groups where such action serves the County's best interest. All charges to the County shall be in accordance with the terms of the resultant pricing agreement. Purchases are authorized by purchase order or purchase credit card only.

Other governmental entities under agreement with the County may have access to services provided hereunder (see also Sections 3.35 and 3.36, 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 or to ensure adequate competition on any project or task order work.

2.0 SPECIFICATIONS:

2.1 TECHNICAL REQUIREMENTS:

2.1.1 AUTHORIZED SERVICE FACILITIES:

- 2.1.1.1 The contractors shall be certified as a respective manufacturer's authorized service facility for the type of vehicle size and equipment offered on attachment A of the pricing section.
- 2.1.1.2 The service facility shall be open Monday through Friday from 8:00 a.m. to 5:00 p.m.
- 2.1.1.3 The County's expectations are to establish parts and service for all manufactures in the County's rolling fleet.
- 2.1.1.4 No volume of business is a guarantee.

NOTE: IT IS IMPORTANT FOR THE BIDDERS TO INDICATE THE GROSS VEHICLE WEIGHT (GVW) THEIR SERVICE FACILITY ARE EQUIPPED TO SERVICE. THERE IS A SPACE ON ATTACHMENT "A" FOR YOU TO PROVIDE THIS INFORMATION.

FOR EXAMPLE: FACILITY ONLY EQUIPPED TO SERVICE \ TRUCKS 2 TON

2.1.2 MANUFACTURERS / PARTS:

This list is only to provide you with a few of our manufacturers and parts used in our rolling fleet.

MCI TRANSPORT BUS	KUBOTA / BOBCAT	INGERSOLL-RAND-FLEET PARTS (NO TOOLS
BLUE BIRD BUSES	JOHN DEERE GREEN	JOHN DEERE YELLOW
THOMAS BUSES	BEARCAT	CATERPILLAR
ROSCO ROLLERS	PB LOADER	BROCE BROOM/SWEEPERS
TENNANT SWEEPERS	JCB BACKHOE'S/LOADERS	RACK & PINION
CUMMINS DIESEL ENGINE	TITAN	BEAR/ELGIN BROOM
PULL TARP	ROLL-RITE	DYNA PAC ROLLERS
BINGHAM FORD	MASSEY FERGUSON	THERMO-KING
MAXON LIFTS	FREIGHTLINER	STERLING
SCORPION ATTENUATOR	3M MESSAGE BOARDS	SOLAR TECH MESSAGE BOARDS
ATV'S	VERMEER-WOOD	MORBARK BRUSH

POLARIS/HONDA/YAMAHA	CHIPPERS	CHIPPERS
MACK/VOLVO	INTERNATIONAL	TIGER CRANES
DUR-A-LIFTS	VERSA LIFTS	IMT CRANES
WARN WINCHES	RAMSEY WINCHES	WACKER
PTO	MB – PAINT SRIPPERS	DRIVELINE
RICON WHEELCHAIR LIFTS	BRAUN WHEELCHAIR LIFTS	MASSEY’S FUEL TANK INSPECTIONS
RV-NEWMAR	RV-CHAMPION	RV-THOMAS
CHASSIS/SUSPENSIONS	VICKER PUMPS	WELDING SUPPLIES
AUTOMOTIVE FLEET FASTNERS	WEATHERGUARD TOOL BOXES	DELTA TOOL BOXES
MASTERRACK	SKIP-LINE	FLEETGUARD
CARRIER A/C	FORD NEW HOLLAND	PETERBUILT
WIX’S FILTERS	BRAKE COMPONENTS	WINDSHIELD WIPERS
SMALL GENERATOR – ONAN/KOHLER	PRESSURE WASHERS	COATS -TIRE MACHINES
INGERSOLL-RAND-AIR COMPRESSORS	HYDRAULIC JACKS	DEF FLUID
CARGO VAN EQUIPMENT-SHELVING/PARTITIONS/LADDER RACKS/BINS	AIR/OIL/WATER/FITTINGS-HOSES REELS	ALTERNATORS/STARTERS

2.1.3 FABRICATION:

The County will have service request for fabrication such as cargo equipment, transport vans, facilities vans and other related fabrications required to outfit the County trade vehicles. If this is part of your business include the manufacturers you carry for Cargo equipment (i.e., shelving, ladder racks, bins, partitions, etc.).

2.2 TECHNICAL AND DESCRIPTIVE SALES LITERATURE:

The Contractor shall provide copies of its sales literature and brochures and copies of any manufacturer’s technical and/or descriptive literature regarding the material(s) the Contractor proposes to provide. Literature shall include sufficient, in-detail, to allow full and fair evaluation of the material(s) submitted, and must be included with the bid. Failure to include this information may result in the bid being rejected.

3.0 PURCHASING REQUIREMENTS:

3.1 LABOR RATES:

The contractor shall provide information:

- Labor rates;
- at contractor’s facility
- After hours / overtime
- Field service calls (if applicable)
- Field service calls afterhours/overtime
- Mileage 1st 50 free (if applicable) or
- Onetime flat rate fuel charge
- Business hours

3.1.1 The invoices shall be submitted within twenty-four (24) hours from date of service, by fax 602-506-1182 or email.

3.1.2 After hours/overtime service must be approved prior to providing the service.

3.1.3 Service truck(s) - fully equipped with parts, diagnostic / repair tools, etc. to complete the repairs at no cost to the County. Any unforeseen equipment is required to complete the

job include the type of equipment that may be required (i.e. rental equipment) on attachment A.

- 3.1.4 Duplicate charges - the County shall not be responsible for any rates / charges defined in section 2.1.4 for negligence on the contractors / service technician not prepared with all parts, tools, equipment, material and other related items required to complete the repair.
- 3.1.5 Equipment Services reserves the right to dispute charges on labor hours and repairs performed if deemed excessive / unreasonable. If any portion of the repair performed is determined to be excessive charges, the contractor shall credit the original invoice referencing the work order and the vehicle number.

3.2 DEFINITIONS:

- 3.2.1 Labor rate – the time it takes to complete the repair. The contractor shall utilize ½ hour increments when applicable.
- 3.2.2 Afterhours labor rate – services render after normal business hours.
- 3.2.3 Field service call rate (if applicable) - a onetime / one way charge in route / travel to the County site maximum one (1) hour. This rate shall be the same for all field service calls.
- 3.2.4 Mileage (if applicable) – to County job site, the 1st 50 miles are free or choose a onetime flat rate fuel charge.

3.3 EQUIPMENT SERVICE DEPARTMENT SERVICE CENTERS:

Equipment Services Department operates five (5) service centers. Our operating hours are Monday through Friday, excluding holidays; hours of operation are different per location.

- 3.3.1 Durango Main Service Center, 3325 W. Durango, Phoenix, 85009 (602-506-4678), 6:00 a.m. to 4:30 p.m.
- 3.3.2 Mesa Service Center, 155 E. Coury, Mesa, 85210 (602-506-4794), 6:00 a.m. to 2:30 p.m.
- 3.3.3 Dysart Service Center, 16821 N. Dysart Rd. Surprise, 85374 (623-583-1836), 7:00 a.m. to 3:30 p.m.
- 3.3.4 Downtown Service Center, 120 S. 4th Ave, Phoenix, 85003 (602-506-2909), 7:30 a.m. to 4:00 p.m.
- 3.3.5 Buckeye Service Center, 26449 W. HWY 85, Buckeye, 85326 (623-386-7461), 6:00 a.m. to 3:30 p.m.

3.4 WORK ORDER ASSIGNMENTS:

- 3.4.1 Equipment Service Department Shop Supervisors and Service Writers (SW) will coordinate and issue a work order with the vehicle number to the contractor as an authorization to perform service. *Do not perform any service without a work order.* The contractor shall contact the SW 602-506-4678 (voice message) or 602-506-2886 direct contact) on all delays, pick-ups, deliveries, questions or additional repair approval.
- 3.4.2 The designated employee(s) will give the contractor(s) a preliminary diagnosis of the vehicle(s) repair.

3.5 RESPONSE TIME:

- 3.5.1 The response time to pick-up a vehicle under warranty shall be within the same business day, or unless a prior agreement has been made between the County and contractor.
- 3.5.2 The County will be responsible for transporting vehicle(s) not covered under warranty using the current County's Towing Service contract.
- 3.5.3 The contractor will be given an expected turn-around time by the Shop Supervisor and/or Service writer. If the turn-around time cannot be met, the contractor shall inform the Shop Supervisor or Service Writer at that time.
- 3.5.4 If the contractor has more than three (3) County vehicles at their facility, the County reserves the right to send the County vehicle(s) to another service facility from the contract, when applicable.
- 3.5.5 These items listed are not intended to terminate the contractor from future work order assignments only to eliminate downtime on vehicles.

3.6 STATUS REPORTS:

- 3.6.1 The contractor shall submit a daily status report with the work number and vehicle number, date received, with details on the completion date, via fax (602-506-1182) or email to the designated employee(s).
- 3.6.2 The report shall be submitted every day by 4:00 p.m.

3.7 PARTS PRICING:

- 3.7.1 All replacement parts shall be of Original Equipment Manufacturer (OEM). Exceptions are made when OEM parts are no longer available, the County must provide prior approval to replace parts with aftermarket parts.
- 3.7.2 Submit price list(s) by hard copy, website access or flash drive / CD. If a software license is required to view pricing, the contractor shall provide at no cost to the County.

3.8 DELIVERY OF PARTS:

Deliveries shall be made to all locations within 2 hours of placing orders. Exceptions are made when the site is more than 2 hours in distance (travel time) from contractor(s) facility.

- 3.8.1 It is not the responsibility of the County to pay freight on normal stock items.
- 3.8.2 All priority deliveries (i.e., overnight, air freight, UPS direct, etc.) shall be authorized by a Shop Supervisor / Lead and that person's name shall be on the invoice in order to authorize special delivery payment.
- 3.8.3 Contractor(s) shall contact the designated service center on all delivery delays.
- 3.8.4 Contractor(s) shall provide the best times to place stock orders to receive same day or within Twenty-Four (24) hours.
- 3.8.5 Contractor(s) are to indicate if they have the capability to deliver to all locations on a daily bases and provide "hot shots runs" or "just in time parts".
- 3.8.6 When part(s) are delivered on a pallet, the contractor is required to pick up and dispose of the pallet(s). The pallets must be labeled or stamped with the contractor's name for identification purposes.

3.9 EXPEDITED DELIVERY:

- 3.9.1 If the Using Agency determines that expedited delivery or other alternate shipping is required, it shall notify the Contractor. The Contractor shall determine any additional costs associated with such delivery terms and communicate that cost to the Using Agency.
- 3.9.2 The Using Agency shall not advise the Contractor to proceed with an expedited shipment until acceptable terms are agreed upon and a purchase order is issued. Upon agreeing to the additional costs, the Using Agency shall advise the Contractor to proceed.
- 3.9.3 Upon receipt of material(s) and invoicing, the Using Agency shall ensure that any additional charges are in compliance with and do not exceed agreed to costs. The Using Agency shall retain all documents related to these costs within the agency purchase file.

3.10 ACTIVE DISTRIBUTORS:

The Contractor shall be an active distributor of all manufacturers offered on Attachment A, Pricing at the time of bid submission. The manufacturers shall have your company on file as an authorized distributor for the products listed. Maricopa County reserves the right to contact the manufacturer's to verify authorization to ensure compliance with the terms and conditions of this solicitation.

3.11 WARRANTY:

- 3.11.1 The minimum warranty shall be 90 days or manufacturer warranty whichever is greater.
- 3.11.2 Warranty replacement shall be at no additional charge to the County. A "NO CHARGE" invoice shall accompany all warranty repairs detailing failure, diagnosed cause and parts

replaced. Contractor(s) shall respond to all warranty requests within twenty-four (24) hours of notification.

3.11.3 The effective date on all warranties shall begin at the time of complete installation and acceptance by the County.

3.11.4 The Contractor shall indicate on the Price Sheet the duration of the warranty and any applicable limitations or conditions which may apply.

3.12 RETURN POLICY:

The bidders shall state their return policy and reference the "inventory adjustment" (see section 2.13).

3.12.1 When a restocking charge is applied, the invoice shall reflect the original purchase price of each part returned and the restocking charge shall be on a separate line.

3.12.2 Damaged, broken or unsealed packages shall not be accepted.

3.12.3 All credit memos shall reference original invoice or return slip number. The contractor shall provide, with company name, a return / credit slip booklet at no cost to the County.

3.13 STOCK LIFT:

3.13.1 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.

3.14 INVENTORY ADJUSTMENTS:

3.14.1 The contractor(s) shall accept the return of all parts considered non-moving or seasonal parts pulled during a six (6) month inventory adjustment at no cost or penalty.

3.15 SAFETY STANDARDS:

3.15.1 All work performed shall meet current Arizona State and Code Federal Regulations under Title 49 mandates, no exceptions.

3.16 SETTING UP COUNTY ACCOUNT:

It shall be the responsibility of all contractors to communicate with their parts department, service area, accounts receivable and other areas involved in compliance with this pricing agreement.

3.17 ADDITIONAL CHARGES & FEES:

Maricopa County is not responsible for miscellaneous charges or fees (i.e., shop supplies, environmental fees, hazardous waste) other than those listed in the pricing section of this contract.

3.18 SHIPPING DOCUMENTS:

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

3.18.1 Contract Serial number.

3.18.2 Contractor's name and address.

3.18.3 Using Agency name and address.

3.18.4 Using Agency purchase order number.

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

3.19 SHIPPING TERMS:

Bid price(s) and terms shall be F.O.B. Destination at:
Maricopa County Equipment Services
3325 West Durango St.
Phoenix, Arizona 85009

3.20 OPERATING MANUALS:

Upon delivery, Contractor shall provide comprehensive operational manuals, service manuals and schematic diagrams, if required by the Using Agency.

3.21 INSTALLATION:

The Contractor's price shall include delivery and installation of all equipment in a complete operating condition.

3.22 SAMPLES:

The Contractor may be requested to furnish samples of material(s) bid for examination by the County. Any materials so requested shall be furnished within TEN (10) working days from the date of request and furnished at no cost to the County and sent to the address designated in the requesting correspondence.

3.23 TESTING:

Unless otherwise specified, materials purchased will be inspected by the Using Agency to ensure the materials meet the quality and quantity requirements of the Specifications. When deemed necessary by the County, samples of the materials may be taken at random from stock received for submission to a commercial laboratory or other appropriate agency for analysis and tests as to whether the materials conform in all respects to the Specifications. In cases where commercial laboratory reports determine that the materials do not meet the Specifications, the expense of such analysis shall be borne by the Contractor.

3.24 ACCEPTANCE:

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

3.25 STOCK:

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

3.26 MAINTENANCE:

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

3.27 BRAND NAME:

The County reserves the right to request samples to determine quality and acceptability of materials bid by Contractor. In some cases, brand names have been listed in order to define the desired quality and are not intended to be restrictive or to limit competition. Materials substantially equivalent to those designated shall qualify for consideration.

3.28 ORDER CUTOFF INFORMATION:

Contractors submitting bids shall advise the County of all known order cutoff dates for the equipment / product(s) specified in this solicitation at the time of bid submission. Notification of any subsequent cutoff date(s) (learned after submission of bid) shall also be the Contractor's

responsibility. The Contractor shall advise the County of subsequent cutoff dates by notifying the Procurement Officer, in writing, of the new information.

3.29 USAGE REPORT:

The Contractor shall furnish the County a usage report upon request 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.

3.30 Background Check:

Bidders/proposers need to aware that there may be multiple background checks (Sheriff's Office, County Attorney's Office, Courts as well as Maricopa County general government) to determine if the respondent is acceptable to do business with the County. This applies to (but is not limited to) the company, sub-contractors and employees and the failure to pass these checks shall deem the respondent non-responsible.

3.31 INVOICES AND PAYMENTS:

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

Service Invoice

- Company name, address and contact
- County bill-to department and contact information
- Contract Serial Number
- County purchase order number (if not paid by credit card)
- County work order and vehicle number
- Invoice number and date
- Payment terms
- Date of service
- Description-complaint, cause, cure
- Description of Purchase (parts used: list numbers/quantities/description)
- Pricing per unit of purchase (list cost minus discount price)
- Hourly rate with hours
- Warranty
- Freight (with prior approval)
- Extended price
- Mileage w/rate (if applicable)
- Arrival and completion time
- Sales tax and tax rate (on parts only)
- Total Amount Due

• Packing list or Parts Invoice

- Note: packing slips must have pricing listed.
- Contract Serial Number
- County purchase order number (if not paid by credit card)
- County work order and vehicle number
- Part number/quantities/descriptions
- Unit cost: list cost minus discount
- Freight (with prior approval)
- Sales tax and tax rate
- Total cost

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

- 3.31.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (<http://www.maricopa.gov/Finance/Vendors.aspx>).
- 3.31.4 Discounts offered in the contract shall be calculated based on the date a properly completed invoice is received by the County (ROI).
- 3.31.5 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.

3.32 APPLICABLE TAXES:

- 3.32.1 **Payment of Taxes:** The Contractor shall pay all applicable taxes. With respect to any installation labor on items that are not attached to real property performed by Contractor under the terms of this Contract, the installation labor cost and the gross receipts for materials provided shall be listed separately on the Contractor's invoices.
- 3.32.2 **State and Local Transaction Privilege Taxes:** Maricopa County is subject to all applicable state and local transaction privilege taxes. To the extent any state and local transaction privilege taxes apply to sales made under the terms of this contract it is the responsibility of the seller to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.
- 3.32.3 **Tax Indemnification:** Contractor and all subcontractors shall pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold Maricopa County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

3.33 TAX:

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

3.34 POST AWARD MEETING:

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

3.35 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.

3.36 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.

3.37 VOLUNTARY EMPLOYEE DISCOUNTS

3.37.1 Vendors may voluntarily offer discounts to County employees for products or services provided under this contract. Whether a vendor offers or does not offer an employee discount is not a factor in nor considered in the evaluation of responses to this solicitation.

3.37.2 Any discount offered is part of a commercial transaction between the vendor and individual County employees and the County is not a party to the transaction. Any disputes or issues arising from an individual commercial transaction between the vendor and an individual County employee is a matter between the vendor and the employee. If a discount is offered, the terms will be announced to County employees.

4.0 **CONTRACTUAL TERMS & CONDITIONS:**

4.1 **CONTRACT TERM:**

This Invitation for Bid is for awarding a firm, fixed-price purchasing contract to cover a term of one (1) year.

4.2 **OPTION TO RENEW:**

The County may, at its option and with the concurrence of the Contractor, renew the term of this Contract up to a maximum of four (4) 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 (60) calendar days prior to the expiration of the original contract term.

4.3 **PRICE ADJUSTMENTS:**

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

4.4 **INDEMNIFICATION:**

To the fullest extent permitted by law, and to the extent that claims, damages, losses or expenses are not covered and paid by insurance purchased by the Contractor, the Contractor shall defend indemnify and hold harmless the County (as Owner), its agents, representatives, agents, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses (including, but not limited to attorneys' fees, court costs, expert witness fees, and the costs and attorneys' fees for appellate proceedings) arising out of, or alleged to have resulted from the negligent acts, errors, omissions, or mistakes relating to the performance of this Contract.

Contractor's duty to defend, indemnify, and hold harmless the County, its agents, representatives, agents, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss, or expense that is attributable to bodily injury, sickness, disease, death or injury to, impairment of, or destruction of tangible property, including loss of use resulting there from, caused by negligent acts, errors, omissions, or mistakes in the performance of this Contract, but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, any

one directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

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

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

4.5 INSURANCE.

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

4.5.2 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.

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

4.5.4 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.

4.5.5 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.

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

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

4.5.8 **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, \$4,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provisions which would serve to limit third party action over claims. There shall be no endorsement or modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

4.5.9 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 Lessee's owned, hired, and non-owned vehicles assigned to or used in performance of the Lessee's work or services or use or maintenance of the Premises under this Lease.

4.5.10 Workers' Compensation.

Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Lessee's employees engaged in the performance of the work or services under this Lease; 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.

Lessee, its contractors and its subcontractors waive all rights against Lessor 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 Lessee, its contractors and its subcontractors pursuant to this Lease.

4.5.11 Certificates of Insurance.

4.5.11.1 Prior to Contract **AWARD**, 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.

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

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

4.6 ORDERING AUTHORITY.

4.6.1 Any request for purchase of product(s) shall be accompanied by a valid purchase order, issued by Office of Procurement Services, a Purchase Order issued by the using Department or direction by a Certified Agency Procurement Aid (CAPA) with a Purchase Card for payment.

4.7 REQUIREMENTS CONTRACT:

4.7.1 Contractors signify their understanding and agreement by signing a bid submittal, that the Contract resulting from the bid is 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.

4.7.2 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 for actual and documentable costs incurred by the Contractor in response to 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.

4.7.3 Contractors agree to accept verbal notification of cancellation of Purchase Orders 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.

4.8 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

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

4.9 TERMINATION FOR DEFAULT:

The County may, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

4.9.1 Deliver the supplies or to perform the services within the time specified in this contract or any extension;

4.9.2 Make progress, so as to endanger performance of this contract; or

4.9.3 Perform any of the other provisions of this contract.

4.9.4 The County's right to terminate this contract under these subparagraph may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the County) after receipt of the notice from the Procurement Officer specifying the failure.

4.10 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.

4.11 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.

4.12 ADDITIONS/DELETIONS OF SERVICE:

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

4.13 SUBCONTRACTING:

4.13.1 The Contractor may not assign to another Contractor 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.

4.13.2 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.

4.14 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.

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

4.15.1 In accordance with section MCI 371 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

4.15.2 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.

4.15.3 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 invoices, request for credit, request for a check or deduction from current billings 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.

4.16 VALIDITY:

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

4.17 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.

4.18 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, co-employee, partnership, principal and agent, or joint venture between the County and the Contractor.

4.19 NON-DISCRIMINATION:

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website

<http://azmemory.azlibrary.gov/cdm/singleitem/collection/execorders/id/680/rec/1> which is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, CONTRACTOR shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

4.20 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

4.20.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor

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

4.20.1.2 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;

4.20.1.3 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

4.20.1.4 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.

4.20.2 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.

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

4.21.1 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.

4.21.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 4.21 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.

4.22 CONTRACTOR LICENSE REQUIREMENT:

- 4.22.1 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.
- 4.22.2 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.

4.23 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:

- 4.23.1 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,
- 4.23.2 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.

4.24 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 in its offer 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 and the Arizona Public Records Law.

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
Empire Southwest, LLC**

**EXHIBIT B
Award and Rate Sheet**

EMPIRE MACHINERY DBA: EMPIRE TRUCK & TRAILER, 840 N 43RD AVE., PHOENIX, AZ. 85009

COMPANY NAME: EMPIRE SOUTHWEST, LLC
 DOING BUSINESS AS (DBA) NAME: EMPIRE TRUCK & TRAILER
 MAILING ADDRESS: 840 N 43RD AVE., PHOENIX, AZ. 85009
 REMIT TO ADDRESS: 840 N 43RD AVE., PHOENIX, AZ 85009
 TELEPHONE NUMBER: 602-627-5726
 FACSIMILE NUMBER: 602-627-5719
 WEB SITE: http://empire-tnt.com
 REPRESENTATIVE NAME: Sam Ferreri
 REPRESENTATIVE TELEPHONE NUMBER: 602) 627-5726
 REPRESENTATIVE E-MAIL: sam.ferreri@empire-cat.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 type="checkbox"/>	<input checked="" type="checkbox"/>	

NET 30 DAYS

Labor Rates	Unit Price
Labor Rate Contractor Facility	\$118.00
Labor Rate County Facility	\$143.75
Labor Rate for after hours/overtime (if different)	\$177.00
Labor Rate for Field Service	\$143.75
Labor Rate for Field Service Overtime	\$181.80
1.3 Mileage - 1st 50 miles free or a onetime flat fuel charge:	per mile flat fuel charge
1.4 Business Hours	
1.5 Return Policy	
1.5.1 Time limitations	
1.5.2 Restocking charge (if any)	
1.6 Additional Services Offered:	
1.7 Warranty (define)	
1.8 Additional Participating Locations:	

Maricopa Part Price

NIGP CODE: 06066
 Terms: NET 30 DAYS
 Vendor Number: 2011000564 1
 Certificates of Insurance: Required
 Contract Period: To cover the period ending July 31, 2016.

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
Empire Southwest, LLC**

EXHIBIT C

In accordance with the terms and conditions of this agreement and the rate sheet and award pursuant to Maricopa County Solicitation No. 15021-C, the City is agreeing to purchase Parts, Service and Accessories to repair heavy duty trucks and equipment on as as needed basis.

PROJECT

Repair, Parts and Service for Caterpillar equipment.

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
Empire Southwest, LLC**

EXHIBIT D

METHOD AND AMOUNT OF COMPENSATION

Method of payment is provided in Paragraph 3 of the Agreement. The amount of compensation, including any applicable hourly rates, is provided in the rate sheet and award pursuant to Maricopa County Solicitation No. 15021-C.

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed \$225,000.

DETAILED PROJECT COMPENSATION

Purchase of Parts, Service and Accessories to repair heavy duty trucks and equipment on an as needed basis.



Legislation Description

File #: 15-562, Version: 1

AUTHORIZATION FOR COOPERATIVE PURCHASE OF HEAVY DUTY TRUCK AND EQUIPMENT REPAIR WITH FREIGHTLINER OF ARIZONA, LLC

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for City Council to authorize the Acting City Manager to enter into a linking agreement with Freightliner of Arizona, LLC (Freightliner) for the repair of heavy duty trucks and equipment in an amount up to \$45,000 for the initial term, effective upon signing of the agreement and running through July 31, 2016; and to authorize the City Manager to renew the agreement, at the City Manager's discretion, for an additional four years, in one-year increments, based on the annual renewal of Contract No. 15021-C by Maricopa County, in an amount not to exceed \$225,000 over the full five-year period.

Background

Public Works maintains a diverse fleet of vehicles and associated equipment used to support key city operations including police and fire services, solid waste collection and disposal divisions, transportation services transit division, and water services distribution, collection and reclamation divisions. The purchase of parts, service and accessories for the repair of heavy duty trucks and equipment from outside vendors is required to keep vehicles and machinery functioning properly. The cost for this service is charged back to the responsible departments.

Freightliner was awarded a bid by Maricopa County for heavy duty truck and equipment repair services and staff is requesting to utilize the cooperative purchase with Strategic Alliance for Volume Expenditures (SAVE). SAVE is a consortium of local municipalities, in which Glendale is a member. Contract No. 15021-C was awarded on August 1, 2015 and ends on July 31, 2016, and includes an option to renew the term of the contract for an additional four years, in one- year periods, allowing the contract to be extended through July 31, 2020.

Cooperative purchasing allows counties, municipalities, schools, colleges and universities in Arizona to use a contract that was competitively procured by another governmental entity or purchasing cooperative. Such purchasing helps reduce the cost of procurement, allows access to a multitude of competitively bid contracts, and provides the opportunity to take advantage of volume pricing. The Glendale City Code authorizes cooperative purchases when the solicitation process utilized complies with the intent of Glendale's procurement processes. This cooperative purchase is compliant with Chapter 2, Article V, Division 2, Section 2 -149 of the Glendale City Code, per review by Materials Management.

Analysis

The city's agreement with Freightliner will be effective upon signing of the agreement and run through July 31, 2016. Should Council approve the requested authorization for the City Manager to renew the agreement, and with the annual renewal of the Maricopa County contract, the city's agreement with Freightliner may be extended for an additional four years, in one-year increments, with a final termination date of July 31, 2020. This is a request for expenditure authority only and does not mean that the city will expend the full annual authorized amount of \$45,000 with Freightliner of Arizona, LLC.

Freightliner is used for the repair of Freightliner chassis or any large repairs on city fire trucks used by the Fire Services Department. The expeditious repair of the city's fire trucks is necessary for the equipment to be available for the delivery of essential services to Glendale citizens and customers.

Previous Related Council Action

On June 24, 2014, Council authorized the cooperative purchase of heavy duty truck and equipment repair with Freightliner Sterling Western Star of Arizona, Phoenix, Inc. in an amount not to exceed \$45,000 annually.

Community Benefit/Public Involvement

The use of outside vendors for the repair of heavy duty trucks and equipment supplements internal service capacity and allows for the most expeditious return of vehicles and equipment to city operations for smooth and uninterrupted delivery of service to the public.

Cooperative purchasing produces the lowest possible volume prices and allows for the most effective use of available funding. The bids are publicly advertised and all Arizona firms have an opportunity to participate.

Budget and Financial Impacts

Funding is available in the fiscal year 2015-16 Public Work Department operating and maintenance budget. Expenditures with Freightliner are estimated to be \$45,000 for the initial contract year, with a not to exceed amount of \$225,000 over the entire term of the agreement.

Cost	Fund-Department-Account
\$45,000	2590-18300-518200, Fleet Management

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
FREIGHTLINER OF ARIZONA, LLC**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this _____ day of _____, 2015, between the City of Glendale, an Arizona municipal corporation (the "City"), and Freightliner of Arizona, LLC, an Arizona limited liability company ("Contractor"), collectively, the "Parties."

RECITALS

- A. On July 22, 2015, under the S.A.V.E. Cooperative Purchasing Agreement, Maricopa County entered into a contract with Contractor to purchase the goods and services described in the Heavy Duty Truck, Construction And Agricultural, Industrial Fleet And Equipment Parts, Service And Accessories Contract, Maricopa County Contract No. 15021-C, which is attached hereto as Exhibit A. The Heavy Duty Truck, Construction And Agricultural, Industrial Fleet And Equipment Parts, Service And Accessories Contract permits its cooperative use by other governmental agencies including the City. The Heavy Duty Truck, Construction And Agricultural, Industrial Fleet And Equipment Parts, Service And Accessories Contract is hereinafter referred as the Cooperative Purchasing Agreement.
- B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference, and the covenants and promises contained in this Linking Agreement, the parties agree as follows:

- 1. Term of Agreement. The City is purchasing the supplies and/or services from Contractor pursuant to Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement award and rate sheet, which are attached hereto as part of Exhibit B, purchases can be made by governmental entities from the date of award, which was August 1, 2015,

until the date the contract expires on July 31, 2016, unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not extend the contract beyond July 31, 2020. The initial period of this Agreement therefore is the period from the Effective Date of this Agreement until July 31, 2016. The City, however, may renew the term of this Agreement for 4 one-year periods until the Cooperative Purchasing Agreement expires on July 31, 2020. Renewals are not automatic and shall only occur if the City gives the Contractor notice of its intent to renew. The City may give the Contractor notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such a one-year renewal.

2. Scope of Work; Terms, Conditions, and Specifications.

- A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as Exhibit C.
- B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporate into and are an enforceable part of this Agreement.

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as the Cooperative Purchasing Agreement, unless the City and Contractor agree to a different schedule, as provided in Exhibit D.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed forty-five thousanddollars (\$45,000).

4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

5. Non-discrimination. Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

6. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

7. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale
c/o Montana Slack
6210 W. Myrtle Avenue, Suite #111
Glendale, Arizona 85301
623-930-2621

and

Freightliner of Arizona, LLC
c/o Paige Flaherty
9899 W. Roosevelt St.
Tolleson, Arizona 85353
623-907-9900

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth above.

“City”

City of Glendale, an Arizona
municipal corporation

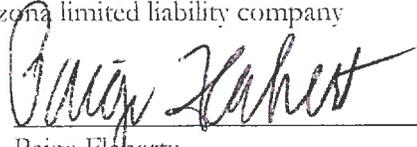
By:

Richard A. Bowers
Acting City Manager

“Contractor”

Freightliner of Arizona, LLC,
an Arizona limited liability company

By:



Name: Paige Flaherty
Title: Outside Parts & Service Sales Manager

ATTEST:

Pamela Hanna (S.E.M.)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
FREIGHTLINER OF ARIZONA, LLC**

EXHIBIT A

Heavy Duty Truck, Construction And Agricultural, Industrial Fleet And Equipment Parts, Service
And Accessories, Maricopa County Solicitation No. 15021-C

**SERIAL 15021 C HEAVY DUTY TRUCK, CONSTRUCTION AND AGRICULTURAL,
INDUSTRIAL FLEET AND EQUIPMENT PARTS, SERVICE AND
ACCESSORIES**

DATE OF LAST REVISION: July 22, 2015

CONTRACT END DATE: July 31, 2016

CONTRACT PERIOD THROUGH JULY, 31, 2016

TO: All Departments

FROM: Office of Procurement Services

**SUBJECT: Contract for HEAVY DUTY TRUCK, CONSTRUCTION AND AGRICULTURAL,
INDUSTRIAL FLEET AND EQUIPMENT PARTS, SERVICE AND ACCESSORIES**

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 **July 22, 2015. (Effective August 1, 2015)**

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

NP/jl
Attach

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

(Please remove Serial 10018-C from your contract notebooks)

HEAVY DUTY TRUCK, CONSTRUCTION AND AGRICULTURAL / INDUSTRIAL FLEET AND EQUIPMENT PARTS, SERVICE & ACCESSORIES

1.0 INTENT:

This Invitation for Bid is intended to establish a contract for a full line of parts, accessories and service for Heavy Duty Trucks 1 ½ ton and higher, Construction / Agricultural / Industrial equipment. It is not intended for one (1) contractor to provide all requirements. The contract will be awarded in part, sections or groups where such action serves the County’s best interest. All charges to the County shall be in accordance with the terms of the resultant pricing agreement. Purchases are authorized by purchase order or purchase credit card only.

Other governmental entities under agreement with the County may have access to services provided hereunder (see also Sections 3.35 and 3.36, 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 or to ensure adequate competition on any project or task order work.

2.0 SPECIFICATIONS:

2.1 TECHNICAL REQUIREMENTS:

2.1.1 AUTHORIZED SERVICE FACILITIES:

- 2.1.1.1 The contractors shall be certified as a respective manufacturer’s authorized service facility for the type of vehicle size and equipment offered on attachment A of the pricing section.
- 2.1.1.2 The service facility shall be open Monday through Friday from 8:00 a.m. to 5:00 p.m.
- 2.1.1.3 The County’s expectations are to establish parts and service for all manufactures in the County’s rolling fleet.
- 2.1.1.4 No volume of business is a guarantee.

NOTE: IT IS IMPORTANT FOR THE BIDDERS TO INDICATE THE GROSS VEHICLE WEIGHT (GVW) THEIR SERVICE FACILITY ARE EQUIPPED TO SERVICE. THERE IS A SPACE ON ATTACHMENT “A” FOR YOU TO PROVIDE THIS INFORMATION.

FOR EXAMPLE: FACILITY ONLY EQUIPPED TO SERVICE \ TRUCKS 2 TON

2.1.2 MANUFACTURERS / PARTS:

This list is only to provide you with a few of our manufacturers and parts used in our rolling fleet.

MCI TRANSPORT BUS	KUBOTA / BOBCAT	INGERSOLL-RAND-FLEET PARTS (NO TOOLS
BLUE BIRD BUSES	JOHN DEERE GREEN	JOHN DEERE YELLOW
THOMAS BUSES	BEARCAT	CATERPILLAR
ROSCO ROLLERS	PB LOADER	BROCE BROOM/SWEEPERS
TENNANT SWEEPERS	JCB BACKHOE’S/LOADERS	RACK & PINION
CUMMINS DIESEL ENGINE	TITAN	BEAR/ELGIN BROOM
PULL TARP	ROLL-RITE	DYNA PAC ROLLERS
BINGHAM FORD	MASSEY FERGUSON	THERMO-KING
MAXON LIFTS	FREIGHTLINER	STERLING
SCORPION ATTENUATOR	3M MESSAGE BOARDS	SOLAR TECH MESSAGE BOARDS
ATV’S	VERMEER-WOOD	MORBARK BRUSH

POLARIS/HONDA/YAMAHA	CHIPPERS	CHIPPERS
MACK/VOLVO	INTERNATIONAL	TIGER CRANES
DUR-A-LIFTS	VERSA LIFTS	IMT CRANES
WARN WINCHES	RAMSEY WINCHES	WACKER
PTO	MB – PAINT STRIPPERS	DRIVELINE
RICON WHEELCHAIR LIFTS	BRAUN WHEELCHAIR LIFTS	MASSEY’S FUEL TANK INSPECTIONS
RV-NEWMAR	RV-CHAMPION	RV-THOMAS
CHASSIS/SUSPENSIONS	VICKER PUMPS	WELDING SUPPLIES
AUTOMOTIVE FLEET FASTNERS	WEATHERGUARD TOOL BOXES	DELTA TOOL BOXES
MASTERRACK	SKIP-LINE	FLEETGUARD
CARRIER A/C	FORD NEW HOLLAND	PETERBUILT
WIX’S FILTERS	BRAKE COMPONENTS	WINDSHIELD WIPERS
SMALL GENERATOR – ONAN/KOHLER	PRESSURE WASHERS	COATS -TIRE MACHINES
INGERSOLL-RAND-AIR COMPRESSORS	HYDRAULIC JACKS	DEF FLUID
CARGO VAN EQUIPMENT-SHELVING/PARTITIONS/LADDER RACKS/BINS	AIR/OIL/WATER/FITTINGS-HOSES REELS	ALTERNATORS/STARTERS

2.1.3 FABRICATION:

The County will have service request for fabrication such as cargo equipment, transport vans, facilities vans and other related fabrications required to outfit the County trade vehicles. If this is part of your business include the manufacturers you carry for Cargo equipment (i.e., shelving, ladder racks, bins, partitions, etc.).

2.2 TECHNICAL AND DESCRIPTIVE SALES LITERATURE:

The Contractor shall provide copies of its sales literature and brochures and copies of any manufacturer’s technical and/or descriptive literature regarding the material(s) the Contractor proposes to provide. Literature shall include sufficient, in-detail, to allow full and fair evaluation of the material(s) submitted, and must be included with the bid. Failure to include this information may result in the bid being rejected.

3.0 PURCHASING REQUIREMENTS:

3.1 LABOR RATES:

The contractor shall provide information:

- Labor rates;
- at contractor’s facility
- After hours / overtime
- Field service calls (if applicable)
- Field service calls afterhours/overtime
- Mileage 1st 50 free (if applicable) or
- Onetime flat rate fuel charge
- Business hours

3.1.1 The invoices shall be submitted within twenty-four (24) hours from date of service, by fax 602-506-1182 or email.

3.1.2 After hours/overtime service must be approved prior to providing the service.

3.1.3 Service truck(s) - fully equipped with parts, diagnostic / repair tools, etc. to complete the repairs at no cost to the County. Any unforeseen equipment is required to complete the

job include the type of equipment that may be required (i.e. rental equipment) on attachment A.

3.1.4 Duplicate charges - the County shall not be responsible for any rates / charges defined in section 2.1.4 for negligence on the contractors / service technician not prepared with all parts, tools, equipment, material and other related items required to complete the repair.

3.1.5 Equipment Services reserves the right to dispute charges on labor hours and repairs performed if deemed excessive / unreasonable. If any portion of the repair performed is determined to be excessive charges, the contractor shall credit the original invoice referencing the work order and the vehicle number.

3.2 DEFINITIONS:

3.2.1 Labor rate – the time it takes to complete the repair. The contractor shall utilize ½ hour increments when applicable.

3.2.2 Afterhours labor rate – services render after normal business hours.

3.2.3 Field service call rate (if applicable) - a onetime / one way charge in route / travel to the County site maximum one (1) hour. This rate shall be the same for all field service calls.

3.2.4 Mileage (if applicable) – to County job site, the 1st 50 miles are free or choose a onetime flat rate fuel charge.

3.3 EQUIPMENT SERVICE DEPARTMENT SERVICE CENTERS:

Equipment Services Department operates five (5) service centers. Our operating hours are Monday through Friday, excluding holidays; hours of operation are different per location.

3.3.1 Durango Main Service Center, 3325 W. Durango, Phoenix, 85009 (602-506-4678), 6:00 a.m. to 4:30 p.m.

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

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

3.3.4 Downtown Service Center, 120 S. 4th Ave, Phoenix, 85003 (602-506-2909), 7:30 a.m. to 4:00 p.m.

3.3.5 Buckeye Service Center, 26449 W. HWY 85, Buckeye, 85326 (623-386-7461), 6:00 a.m. to 3:30 p.m.

3.4 WORK ORDER ASSIGNMENTS:

3.4.1 Equipment Service Department Shop Supervisors and Service Writers (SW) will coordinate and issue a work order with the vehicle number to the contractor as an authorization to perform service. *Do not perform any service without a work order.* The contractor shall contact the SW 602-506-4678 (voice message) or 602-506-2886 direct contact) on all delays, pick-ups, deliveries, questions or additional repair approval.

3.4.2 The designated employee(s) will give the contractor(s) a preliminary diagnosis of the vehicle(s) repair.

3.5 RESPONSE TIME:

3.5.1 The response time to pick-up a vehicle under warranty shall be within the same business day, or unless a prior agreement has been made between the County and contractor.

3.5.2 The County will be responsible for transporting vehicle(s) not covered under warranty using the current County's Towing Service contract.

3.5.3 The contractor will be given an expected turn-around time by the Shop Supervisor and/or Service writer. If the turn-around time cannot be met, the contractor shall inform the Shop Supervisor or Service Writer at that time.

3.5.4 If the contractor has more than three (3) County vehicles at their facility, the County reserves the right to send the County vehicle(s) to another service facility from the contract, when applicable.

3.5.5 These items listed are not intended to terminate the contractor from future work order assignments only to eliminate downtime on vehicles.

3.6 STATUS REPORTS:

- 3.6.1 The contractor shall submit a daily status report with the work number and vehicle number, date received, with details on the completion date, via fax (602-506-1182) or email to the designated employee(s).
- 3.6.2 The report shall be submitted every day by 4:00 p.m.

3.7 PARTS PRICING:

- 3.7.1 All replacement parts shall be of Original Equipment Manufacturer (OEM). Exceptions are made when OEM parts are no longer available, the County must provide prior approval to replace parts with aftermarket parts.
- 3.7.2 Submit price list(s) by hard copy, website access or flash drive / CD. If a software license is required to view pricing, the contractor shall provide at no cost to the County.

3.8 DELIVERY OF PARTS:

Deliveries shall be made to all locations within 2 hours of placing orders. Exceptions are made when the site is more than 2 hours in distance (travel time) from contractor(s) facility.

- 3.8.1 It is not the responsibility of the County to pay freight on normal stock items.
- 3.8.2 All priority deliveries (i.e., overnight, air freight, UPS direct, etc.) shall be authorized by a Shop Supervisor / Lead and that person's name shall be on the invoice in order to authorize special delivery payment.
- 3.8.3 Contractor(s) shall contact the designated service center on all delivery delays.
- 3.8.4 Contractor(s) shall provide the best times to place stock orders to receive same day or within Twenty-Four (24) hours.
- 3.8.5 Contractor(s) are to indicate if they have the capability to deliver to all locations on a daily bases and provide "hot shots runs" or "just in time parts".
- 3.8.6 When part(s) are delivered on a pallet, the contractor is required to pick up and dispose of the pallet(s). The pallets must be labeled or stamped with the contractor's name for identification purposes.

3.9 EXPEDITED DELIVERY:

- 3.9.1 If the Using Agency determines that expedited delivery or other alternate shipping is required, it shall notify the Contractor. The Contractor shall determine any additional costs associated with such delivery terms and communicate that cost to the Using Agency.
- 3.9.2 The Using Agency shall not advise the Contractor to proceed with an expedited shipment until acceptable terms are agreed upon and a purchase order is issued. Upon agreeing to the additional costs, the Using Agency shall advise the Contractor to proceed.
- 3.9.3 Upon receipt of material(s) and invoicing, the Using Agency shall ensure that any additional charges are in compliance with and do not exceed agreed to costs. The Using Agency shall retain all documents related to these costs within the agency purchase file.

3.10 ACTIVE DISTRIBUTORS:

The Contractor shall be an active distributor of all manufacturers offered on Attachment A, Pricing at the time of bid submission. The manufacturers shall have your company on file as an authorized distributor for the products listed. Maricopa County reserves the right to contact the manufacturer's to verify authorization to ensure compliance with the terms and conditions of this solicitation.

3.11 WARRANTY:

- 3.11.1 The minimum warranty shall be 90 days or manufacturer warranty whichever is greater.
- 3.11.2 Warranty replacement shall be at no additional charge to the County. A "NO CHARGE" invoice shall accompany all warranty repairs detailing failure, diagnosed cause and parts

replaced. Contractor(s) shall respond to all warranty requests within twenty-four (24) hours of notification.

- 3.11.3 The effective date on all warranties shall begin at the time of complete installation and acceptance by the County.
- 3.11.4 The Contractor shall indicate on the Price Sheet the duration of the warranty and any applicable limitations or conditions which may apply.

3.12 RETURN POLICY:

The bidders shall state their return policy and reference the "inventory adjustment" (see section 2.13).

- 3.12.1 When a restocking charge is applied, the invoice shall reflect the original purchase price of each part returned and the restocking charge shall be on a separate line.
- 3.12.2 Damaged, broken or unsealed packages shall not be accepted.
- 3.12.3 All credit memos shall reference original invoice or return slip number. The contractor shall provide, with company name, a return / credit slip booklet at no cost to the County.

3.13 STOCK LIFT:

- 3.13.1 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.

3.14 INVENTORY ADJUSTMENTS:

- 3.14.1 The contractor(s) shall accept the return of all parts considered non-moving or seasonal parts pulled during a six (6) month inventory adjustment at no cost or penalty.

3.15 SAFETY STANDARDS:

- 3.15.1 All work performed shall meet current Arizona State and Code Federal Regulations under Title 49 mandates, no exceptions.

3.16 SETTING UP COUNTY ACCOUNT:

It shall be the responsibility of all contractors to communicate with their parts department, service area, accounts receivable and other areas involved in compliance with this pricing agreement.

3.17 ADDITIONAL CHARGES & FEES:

Maricopa County is not responsible for miscellaneous charges or fees (i.e., shop supplies, environmental fees, hazardous waste) other than those listed in the pricing section of this contract.

3.18 SHIPPING DOCUMENTS:

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

- 3.18.1 Contract Serial number.
- 3.18.2 Contractor's name and address.
- 3.18.3 Using Agency name and address.
- 3.18.4 Using Agency purchase order number.
- 3.18.5 A description of product(s) shipped, including item number(s), quantity (ies), number of containers and package number(s), as applicable.

- 3.19 SHIPPING TERMS:
Bid price(s) and terms shall be F.O.B. Destination at:
Maricopa County Equipment Services
3325 West Durango St.
Phoenix, Arizona 85009
- 3.20 OPERATING MANUALS:
Upon delivery, Contractor shall provide comprehensive operational manuals, service manuals and schematic diagrams, if required by the Using Agency.
- 3.21 INSTALLATION:
The Contractor's price shall include delivery and installation of all equipment in a complete operating condition.
- 3.22 SAMPLES:
The Contractor may be requested to furnish samples of material(s) bid for examination by the County. Any materials so requested shall be furnished within TEN (10) working days from the date of request and furnished at no cost to the County and sent to the address designated in the requesting correspondence.
- 3.23 TESTING:
Unless otherwise specified, materials purchased will be inspected by the Using Agency to ensure the materials meet the quality and quantity requirements of the Specifications. When deemed necessary by the County, samples of the materials may be taken at random from stock received for submission to a commercial laboratory or other appropriate agency for analysis and tests as to whether the materials conform in all respects to the Specifications. In cases where commercial laboratory reports determine that the materials do not meet the Specifications, the expense of such analysis shall be borne by the Contractor.
- 3.24 ACCEPTANCE:
Upon delivery and successful installation, the material(s) shall be deemed accepted and the warranty period shall begin. All documentation shall be completed prior to final acceptance.
- 3.25 STOCK:
The Contractor shall be expected to stock locally, sufficient quantities as may be necessary to meet the County's needs.
- 3.26 MAINTENANCE:
The Contractor shall provide for maintenance under this Contract upon acceptance of materials by the Using Agency.
- 3.27 BRAND NAME:
The County reserves the right to request samples to determine quality and acceptability of materials bid by Contractor. In some cases, brand names have been listed in order to define the desired quality and are not intended to be restrictive or to limit competition. Materials substantially equivalent to those designated shall qualify for consideration.
- 3.28 ORDER CUTOFF INFORMATION:
Contractors submitting bids shall advise the County of all known order cutoff dates for the equipment / product(s) specified in this solicitation at the time of bid submission. Notification of any subsequent cutoff date(s) (learned after submission of bid) shall also be the Contractor's

responsibility. The Contractor shall advise the County of subsequent cutoff dates by notifying the Procurement Officer, in writing, of the new information.

3.29 USAGE REPORT:

The Contractor shall furnish the County a usage report upon request 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.

3.30 Background Check:

Bidders/proposers need to aware that there may be multiple background checks (Sheriff's Office, County Attorney's Office, Courts as well as Maricopa County general government) to determine if the respondent is acceptable to do business with the County. This applies to (but is not limited to) the company, sub-contractors and employees and the failure to pass these checks shall deem the respondent non-responsible.

3.31 INVOICES AND PAYMENTS:

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

Service Invoice

- Company name, address and contact
- County bill-to department and contact information
- Contract Serial Number
- County purchase order number (if not paid by credit card)
- County work order and vehicle number
- Invoice number and date
- Payment terms
- Date of service
- Description-complaint, cause, cure
- Description of Purchase (parts used: list numbers/quantities/description)
- Pricing per unit of purchase (list cost minus discount price)
- Hourly rate with hours
- Warranty
- Freight (with prior approval)
- Extended price
- Mileage w/rate (if applicable)
- Arrival and completion time
- Sales tax and tax rate (on parts only)
- Total Amount Due

• Packing list or Parts Invoice

- Note: packing slips must have pricing listed.
- Contract Serial Number
- County purchase order number (if not paid by credit card)
- County work order and vehicle number
- Part number/quantities/descriptions
- Unit cost: list cost minus discount
- Freight (with prior approval)
- Sales tax and tax rate
- Total cost

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

- 3.31.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (<http://www.maricopa.gov/Finance/Vendors.aspx>).
- 3.31.4 Discounts offered in the contract shall be calculated based on the date a properly completed invoice is received by the County (ROI).
- 3.31.5 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.

3.32 APPLICABLE TAXES:

- 3.32.1 **Payment of Taxes:** The Contractor shall pay all applicable taxes. With respect to any installation labor on items that are not attached to real property performed by Contractor under the terms of this Contract, the installation labor cost and the gross receipts for materials provided shall be listed separately on the Contractor's invoices.
- 3.32.2 **State and Local Transaction Privilege Taxes:** Maricopa County is subject to all applicable state and local transaction privilege taxes. To the extent any state and local transaction privilege taxes apply to sales made under the terms of this contract it is the responsibility of the seller to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.
- 3.32.3 **Tax Indemnification:** Contractor and all subcontractors shall pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold Maricopa County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

3.33 TAX:

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

3.34 POST AWARD MEETING:

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

3.35 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.

3.36 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.

3.37 VOLUNTARY EMPLOYEE DISCOUNTS

3.37.1 Vendors may voluntarily offer discounts to County employees for products or services provided under this contract. Whether a vendor offers or does not offer an employee discount is not a factor in nor considered in the evaluation of responses to this solicitation.

3.37.2 Any discount offered is part of a commercial transaction between the vendor and individual County employees and the County is not a party to the transaction. Any disputes or issues arising from an individual commercial transaction between the vendor and an individual County employee is a matter between the vendor and the employee. If a discount is offered, the terms will be announced to County employees.

4.0 CONTRACTUAL TERMS & CONDITIONS:

4.1 CONTRACT TERM:

This Invitation for Bid is for awarding a firm, fixed-price purchasing contract to cover a term of one (1) year.

4.2 OPTION TO RENEW:

The County may, at its option and with the concurrence of the Contractor, renew the term of this Contract up to a maximum of four (4) 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 (60) calendar days prior to the expiration of the original contract term.

4.3 PRICE ADJUSTMENTS:

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

4.4 INDEMNIFICATION:

To the fullest extent permitted by law, and to the extent that claims, damages, losses or expenses are not covered and paid by insurance purchased by the Contractor, the Contractor shall defend indemnify and hold harmless the County (as Owner), its agents, representatives, agents, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses (including, but not limited to attorneys' fees, court costs, expert witness fees, and the costs and attorneys' fees for appellate proceedings) arising out of, or alleged to have resulted from the negligent acts, errors, omissions, or mistakes relating to the performance of this Contract.

Contractor's duty to defend, indemnify, and hold harmless the County, its agents, representatives, agents, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss, or expense that is attributable to bodily injury, sickness, disease, death or injury to, impairment of, or destruction of tangible property, including loss of use resulting there from, caused by negligent acts, errors, omissions, or mistakes in the performance of this Contract, but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, any

one directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

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

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

4.5 INSURANCE.

- 4.5.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.
- 4.5.2 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.
- 4.5.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.
- 4.5.4 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.
- 4.5.5 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.
- 4.5.6 The insurance policies required by this Contract, except Workers' Compensation and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.
- 4.5.7 The policies required hereunder, except Workers' Compensation and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.
- 4.5.8 **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, \$4,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provisions which would serve to limit third party action over claims. There shall be no endorsement or modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

4.5.9 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 Lessee's owned, hired, and non-owned vehicles assigned to or used in performance of the Lessee's work or services or use or maintenance of the Premises under this Lease.

4.5.10 Workers' Compensation.

Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Lessee's employees engaged in the performance of the work or services under this Lease; 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.

Lessee, its contractors and its subcontractors waive all rights against Lessor 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 Lessee, its contractors and its subcontractors pursuant to this Lease.

4.5.11 Certificates of Insurance.

4.5.11.1 Prior to Contract **AWARD**, 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.

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

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

4.6 ORDERING AUTHORITY.

4.6.1 Any request for purchase of product(s) shall be accompanied by a valid purchase order, issued by Office of Procurement Services, a Purchase Order issued by the using Department or direction by a Certified Agency Procurement Aid (CAPA) with a Purchase Card for payment.

4.7 REQUIREMENTS CONTRACT:

4.7.1 Contractors signify their understanding and agreement by signing a bid submittal, that the Contract resulting from the bid is 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.

4.7.2 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 for actual and documentable costs incurred by the Contractor in response to 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.

4.7.3 Contractors agree to accept verbal notification of cancellation of Purchase Orders 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.

4.8 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

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

4.9 TERMINATION FOR DEFAULT:

The County may, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

4.9.1 Deliver the supplies or to perform the services within the time specified in this contract or any extension;

4.9.2 Make progress, so as to endanger performance of this contract; or

4.9.3 Perform any of the other provisions of this contract.

4.9.4 The County's right to terminate this contract under these subparagraph may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the County) after receipt of the notice from the Procurement Officer specifying the failure.

4.10 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.

4.11 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.

4.12 ADDITIONS/DELETIONS OF SERVICE:

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

4.13 SUBCONTRACTING:

4.13.1 The Contractor may not assign to another Contractor 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.

4.13.2 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.

4.14 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.

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

4.15.1 In accordance with section MCI 371 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

4.15.2 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.

4.15.3 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 invoices, request for credit, request for a check or deduction from current billings 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.

4.16 VALIDITY:

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

4.17 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.

4.18 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, co-employee, partnership, principal and agent, or joint venture between the County and the Contractor.

4.19 NON-DISCRIMINATION:

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website

<http://azmemory.azlibrary.gov/cdm/singleitem/collection/execorders/id/680/rec/1> which is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, CONTRACTOR shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

4.20 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

- 4.20.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor
- 4.20.1.1 is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
 - 4.20.1.2 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;
 - 4.20.1.3 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
 - 4.20.1.4 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.
- 4.20.2 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.

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

- 4.21.1 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.
- 4.21.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 4.21 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.

4.22 CONTRACTOR LICENSE REQUIREMENT:

4.22.1 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.

4.22.2 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.

4.23 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:

4.23.1 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,

4.23.2 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.

4.24 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 in its offer 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 and the Arizona Public Records Law.

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
FREIGHTLINER OF ARIZONA, LLC**

EXHIBIT B
Award and Rate Sheet

FREIGHTLINER OF AZ, 9899 W. ROOSEVELT ST., TOLLESON, AZ 85353

COMPANY NAME: Freightliner of Arizona, LLC

DOING BUSINESS AS (DBA) NAME: _____

MAILING ADDRESS: 9899 W. Roosevelt St., Tolleson, AZ 85353

REMIT TO ADDRESS: Dept# 880097, PO Box 29650, Phoenix, AZ 85038-9650

TELEPHONE NUMBER: 623-907-9900

FACSIMILE NUMBER: 623-907-6401

WEB SITE: www.fswaz.com

REPRESENTATIVE NAME: Paige Flaherty

REPRESENTATIVE TELEPHONE NUMBER: 623-907-6688

REPRESENTATIVE E-MAIL: pflaherty@fswaz.com

	YES	NO	REBATE
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"/>	
<input checked="" type="checkbox"/> NET 30 DAYS			

Manufacturer	CURRENT PRICE LIST AT DATE OF ISSUE	PRICE COLUMN TO BE USED	DISCOUNT (% OFF)	
Fleetguard	5/12/2015	See Attached	62% off List	
Cummins	5/12/2015	See Attached		Cost +10%
Caterpillar	5/12/2015	See Attached		Cost +10%
Vendor	5/12/2015	See Attached		Wholesale
Proprietary (Freightliner & Sterling)	5/12/2015	See Attached		Fleet

Labor Rates	Unit Price			
Labor Rate Contractor Facility	\$105.00			
Labor Rate County Facility	\$105.00			
Labor Rate for after hours/overtime (if different)	\$105.00			
Labor Rate for Field Service	\$105.00			
Labor Rate for Field Service Overtime	\$105.00			
1.3 Mileage - 1st 50 miles free or a onetime flat fuel charge:	N/A	per mile	N/A	flat fuel charge
1.4 Business Hours	24 hours M - F, Close at Midnight Saturday, Sunday 7am - 6pm			
1.5 Return Policy	Must be in returnable or resellable condition			
1.5.1 Time limitations	One year			
1.5.2 Restocking charge (if any)	10% for non-stock parts			
1.6 Additional Services Offered:	Free delivery			
1.7 Warranty (define)	Based on published vendors policies			
1.8 Additional Participating Locations:	Freightliner of Arizona Chandler			
	Freightliner of Arizona Flagstaff			
	Freightliner of Arizona Tucson			

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
FREIGHTLINER OF ARIZONA, LLC**

EXHIBIT C
Scope of Work

PROJECT

To purchase Parts, Service and Accessories to repair heavy duty trucks and equipment on an as needed basis.

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
FREIGHTLINER OF ARIZONA, LLC**

EXHIBIT D

METHOD AND AMOUNT OF COMPENSATION

Method of payment is provided in Paragraph 3 of the Agreement. The amount of compensation, including any applicable hourly rates, is provided in the rate sheet and award pursuant to Maricopa County Solicitation No. 15021-C.

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed \$225,000.

DETAILED PROJECT COMPENSATION

Purchase of Parts, Service and Accessories to repair heavy duty trucks and equipment on an as needed basis.



Legislation Description

File #: 15-563, Version: 1

AUTHORIZATION FOR COOPERATIVE PURCHASE OF HEAVY DUTY TRUCK AND EQUIPMENT REPAIR WITH NORWOOD EQUIPMENT, INC.

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for City Council to authorize the Acting City Manager to enter into a linking agreement with Norwood Equipment, Inc. (Norwood) for the repair of heavy duty trucks and equipment in an amount up to \$45,000 for the initial term, effective upon signing of the agreement and running through July 31, 2016; and to authorize the City Manager to renew the agreement, at the City Manager's discretion, for an additional four years, in one-year increments, based on the annual renewal of Contract No. 15021-C by Maricopa County, in an amount not to exceed \$225,000 over the full five-year period.

Background

Public Works maintains a diverse fleet of vehicles and associated equipment used to support key city operations including police and fire services, solid waste collection and disposal divisions, transportation services transit division, and water services distribution, collection and reclamation divisions. The purchase of parts, service and accessories for the repair of heavy duty trucks and equipment from outside vendors is required to keep vehicles and machinery functioning properly. The cost for this service is charged back to the responsible departments.

Norwood was awarded a bid by Maricopa County for heavy duty truck and equipment repair services and staff is requesting to utilize the cooperative purchase with Strategic Alliance for Volume Expenditures (SAVE). SAVE is a consortium of local municipalities, in which Glendale is a member. Contract No. 15021-C was awarded on August 1, 2015 and ends on July 31, 2016, and includes an option to renew the term of the contract for an additional four years, in one- year periods, allowing the contract to be extended through July 31, 2020.

Cooperative purchasing allows counties, municipalities, schools, colleges and universities in Arizona to use a contract that was competitively procured by another governmental entity or purchasing cooperative. Such purchasing helps reduce the cost of procurement, allows access to a multitude of competitively bid contracts, and provides the opportunity to take advantage of volume pricing. The Glendale City Code authorizes cooperative purchases when the solicitation process utilized complies with the intent of Glendale's procurement processes. This cooperative purchase is compliant with Chapter 2, Article V, Division 2, Section 2 -149 of the Glendale City Code, per review by Materials Management.

Analysis

The city's agreement with Norwood will be effective upon signing of the agreement and run through July 31, 2016. Should Council approve the requested authorization for the City Manager to renew the agreement, and with the annual renewal of the Maricopa County contract, the city's agreement with Norwood may be extended for an additional four years, in one-year increments, with a final termination date of July 31, 2020. This is a request for expenditure authority only and does not mean that the city will expend the full annual authorized amount of \$45,000 with Norwood Equipment Inc.

Norwood is used for the repair of Vactor sewer trucks used by the wastewater collection division of Water Services, and Eldgin street sweepers used by the Sanitation division of Public Works. The expeditious repair of these vehicles is necessary for the equipment to be available for the delivery of essential services to Glendale citizens and customers.

Previous Related Council Action

On June 24, 2014, Council authorized the cooperative purchase of heavy duty trucks and equipment repair with Norwood Equipment, Inc. in an amount not to exceed \$45,000 annually.

Community Benefit/Public Involvement

The use of outside vendors for the repair of heavy duty trucks and equipment supplements internal service capacity and allows for the most expeditious return of vehicles and equipment to city operations for smooth and uninterrupted delivery of service to the public.

Cooperative purchasing produces the lowest possible volume prices and allows for the most effective use of available funding. The bids are publicly advertised and all Arizona firms have an opportunity to participate.

Budget and Financial Impacts

Funding is available in the fiscal year 2015-16 Public Works Department operating and maintenance budget. Expenditures with Norwood are estimated to be up to \$45,000 for the initial contract year, with a not to exceed amount of \$225,000 over the entire term of the agreement.

Cost	Fund-Department-Account
\$45,000	2590-18300-518200, Fleet Management

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
NORWOOD EQUIPMENT, INC.**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this _____ day of _____, 2015, between the City of Glendale, an Arizona municipal corporation (the "City"), and Norwood Equipment, Inc., an Arizona corporation ("Contractor"), collectively, the "Parties."

RECITALS

- A. On July 22, 2015, under the S.A.V.E. Cooperative Purchasing Agreement, Maricopa County entered into a contract with Contractor to purchase the goods and services described in the Heavy Duty Truck, Construction And Agricultural, Industrial Fleet And Equipment Parts, Service And Accessories Contract, Maricopa County Contract No. 15021-C, which is attached hereto as Exhibit A. The Heavy Duty Truck, Construction And Agricultural, Industrial Fleet And Equipment Parts, Service And Accessories Contract permits its cooperative use by other governmental agencies including the City. The Heavy Duty Truck, Construction And Agricultural, Industrial Fleet And Equipment Parts, Service And Accessories Contract is hereinafter referred as the Cooperative Purchasing Agreement.
- B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference, and the covenants and promises contained in this Linking Agreement, the parties agree as follows:

1. Term of Agreement. The City is purchasing the supplies and/or services from Contractor pursuant to Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement award and rate sheet, which are attached hereto as part of Exhibit B, purchases can be made by governmental entities from the date of award, which was August 1, 2015, until the date the contract expires on July 31, 2016, unless the term of the Cooperative

Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not extend the contract beyond July 31, 2020. The initial period of this Agreement therefore is the period from the Effective Date of this Agreement until July 31, 2016. The City, however, may renew the term of this Agreement for 4 one-year periods until the Cooperative Purchasing Agreement expires on July 31, 2020. Renewals are not automatic and shall only occur if the City gives the Contractor notice of its intent to renew. The City may give the Contractor notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such a one-year renewal.

2. Scope of Work; Terms, Conditions, and Specifications.

- A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as Exhibit C.
- B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporate into and are an enforceable part of this Agreement.

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as the Cooperative Purchasing Agreement, unless the City and Contractor agree to a different schedule, as provided in Exhibit D.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed forty-five thousand dollars (\$45,000).

4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

5. Non-discrimination. Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

6. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

7. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale
c/o Montana Slack
6210 W. Myrtle Avenue, Suite #111
Glendale, Arizona 85301
623-930-2621

and

Norword Equipment, Inc.
c/o Ron Larsen
511 E. Mohave
Phoenix, Arizona 85004
602-254-0644

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth above.

“City”

City of Glendale, an Arizona
municipal corporation

By: _____
Richard A. Bowers
Acting City Manager

“Contractor”

Norwood Equipment, Inc.,
an Arizona corporation

By: 
Name: Ron Larsen
Title: General Manager

ATTEST:

Pamela Hanna (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
NORWOOD EQUIPMENT, INC.**

EXHIBIT A

Heavy Duty Truck, Construction And Agricultural, Industrial Fleet And Equipment Parts, Service
And Accessories, Maricopa County Solicitation No. 15021-C

SERIAL 15021 C

**HEAVY DUTY TRUCK, CONSTRUCTION AND AGRICULTURAL,
INDUSTRIAL FLEET AND EQUIPMENT PARTS, SERVICE AND
ACCESSORIES**

DATE OF LAST REVISION: July 22, 2015

CONTRACT END DATE: July 31, 2016

CONTRACT PERIOD THROUGH JULY, 31, 2016

TO: All Departments

FROM: Office of Procurement Services

**SUBJECT: Contract for HEAVY DUTY TRUCK, CONSTRUCTION AND AGRICULTURAL,
INDUSTRIAL FLEET AND EQUIPMENT PARTS, SERVICE AND ACCESSORIES**

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 **July 22, 2015. (Effective August 1, 2015)**

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

NP/jl
Attach

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

(Please remove Serial 10018-C from your contract notebooks)

NORWOOD EQUIPMENT, INC., 511 E MOHAVE, PHOENIX, AZ 85004

NIGP CODE: 06066

Terms: NET 30 DAYS

Vendor Number: W000004438 X

Certificates of Insurance Required

Contract Period: To cover the period ending July 31, 2016.

HEAVY DUTY TRUCK, CONSTRUCTION AND AGRICULTURAL / INDUSTRIAL FLEET AND EQUIPMENT PARTS, SERVICE & ACCESSORIES

1.0 INTENT:

This Invitation for Bid is intended to establish a contract for a full line of parts, accessories and service for Heavy Duty Trucks 1 ½ ton and higher, Construction / Agricultural / Industrial equipment. It is not intended for one (1) contractor to provide all requirements. The contract will be awarded in part, sections or groups where such action serves the County's best interest. All charges to the County shall be in accordance with the terms of the resultant pricing agreement. Purchases are authorized by purchase order or purchase credit card only.

Other governmental entities under agreement with the County may have access to services provided hereunder (see also Sections 3.35 and 3.36, 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 or to ensure adequate competition on any project or task order work.

2.0 SPECIFICATIONS:

2.1 TECHNICAL REQUIREMENTS:

2.1.1 AUTHORIZED SERVICE FACILITIES:

- 2.1.1.1 The contractors shall be certified as a respective manufacturer's authorized service facility for the type of vehicle size and equipment offered on attachment A of the pricing section.
- 2.1.1.2 The service facility shall be open Monday through Friday from 8:00 a.m. to 5:00 p.m.
- 2.1.1.3 The County's expectations are to establish parts and service for all manufactures in the County's rolling fleet.
- 2.1.1.4 No volume of business is a guarantee.

NOTE: IT IS IMPORTANT FOR THE BIDDERS TO INDICATE THE GROSS VEHICLE WEIGHT (GVW) THEIR SERVICE FACILITY ARE EQUIPPED TO SERVICE. THERE IS A SPACE ON ATTACHMENT "A" FOR YOU TO PROVIDE THIS INFORMATION.

FOR EXAMPLE: FACILITY ONLY EQUIPPED TO SERVICE \ TRUCKS 2 TON

2.1.2 MANUFACTURERS / PARTS:

This list is only to provide you with a few of our manufacturers and parts used in our rolling fleet.

MCI TRANSPORT BUS	KUBOTA / BOBCAT	INGERSOLL-RAND-FLEET PARTS (NO TOOLS
BLUE BIRD BUSES	JOHN DEERE GREEN	JOHN DEERE YELLOW
THOMAS BUSES	BEARCAT	CATERPILLAR
ROSCO ROLLERS	PB LOADER	BROCE
TENNANT SWEEPERS	JCB	BROOM/SWEEPERS
CUMMINS DIESEL ENGINE	BACKHOE'S/LOADERS	RACK & PINION
PULL TARP	TITAN	BEAR/ELGIN BROOM
BINGHAM FORD	ROLL-RITE	DYNA PAC ROLLERS
MAXON LIFTS	MASSEY FERGUSON	THERMO-KING
SCORPION ATTENUATOR	FREIGHTLINER	STERLING
ATV'S	3M MESSAGE BOARDS	SOLAR TECH MESSAGE BOARDS
	VERMEER-WOOD	MORBARK BRUSH

POLARIS/HONDA/YAMAHA	CHIPPERS	CHIPPERS
MACK/VOLVO	INTERNATIONAL	TIGER CRANES
DUR-A-LIFTS	VERSA LIFTS	IMT CRANES
WARN WINCHES	RAMSEY WINCHES	WACKER
PTO	MB – PAINT SRIPPERS	DRIVELINE
RICON WHEELCHAIR LIFTS	BRAUN WHEELCHAIR LIFTS	MASSEY’S FUEL TANK INSPECTIONS
RV-NEWMAR	RV-CHAMPION	RV-THOMAS
CHASSIS/SUSPENSIONS	VICKER PUMPS	WELDING SUPPLIES
AUTOMOTIVE FLEET FASTNERS	WEATHERGUARD TOOL BOXES	DELTA TOOL BOXES
MASTERRACK	SKIP-LINE	FLEETGUARD
CARRIER A/C	FORD NEW HOLLAND	PETERBUILT
WIX’S FILTERS	BRAKE COMPONENTS	WINDSHIELD WIPERS
SMALL GENERATOR – ONAN/KOHLER	PRESSURE WASHERS	COATS -TIRE MACHINES
INGERSOLL-RAND-AIR COMPRESSORS	HYDRAULIC JACKS	DEF FLUID
CARGO VAN EQUIPMENT-SHELVING/PARTITIONS/LADDER RACKS/BINS	AIR/OIL/WATER/FITTINGS-HOSES REELS	ALTERNATORS/STARTERS

2.1.3 FABRICATION:

The County will have service request for fabrication such as cargo equipment, transport vans, facilities vans and other related fabrications required to outfit the County trade vehicles. If this is part of your business include the manufacturers you carry for Cargo equipment (i.e., shelving, ladder racks, bins, partitions, etc.).

2.2 TECHNICAL AND DESCRIPTIVE SALES LITERATURE:

The Contractor shall provide copies of its sales literature and brochures and copies of any manufacturer’s technical and/or descriptive literature regarding the material(s) the Contractor proposes to provide. Literature shall include sufficient, in-detail, to allow full and fair evaluation of the material(s) submitted, and must be included with the bid. Failure to include this information may result in the bid being rejected.

3.0 PURCHASING REQUIREMENTS:

3.1 LABOR RATES:

The contractor shall provide information:

- Labor rates;
- at contractor’s facility
- After hours / overtime
- Field service calls (if applicable)
- Field service calls afterhours/overtime
- Mileage 1st 50 free (if applicable) or
- Onetime flat rate fuel charge
- Business hours

3.1.1 The invoices shall be submitted within twenty-four (24) hours from date of service, by fax 602-506-1182 or email.

3.1.2 After hours/overtime service must be approved prior to providing the service.

3.1.3 Service truck(s) - fully equipped with parts, diagnostic / repair tools, etc. to complete the repairs at no cost to the County. Any unforeseen equipment is required to complete the

job include the type of equipment that may be required (i.e. rental equipment) on attachment A.

- 3.1.4 Duplicate charges - the County shall not be responsible for any rates / charges defined in section 2.1.4 for negligence on the contractors / service technician not prepared with all parts, tools, equipment, material and other related items required to complete the repair.
- 3.1.5 Equipment Services reserves the right to dispute charges on labor hours and repairs performed if deemed excessive / unreasonable. If any portion of the repair performed is determined to be excessive charges, the contractor shall credit the original invoice referencing the work order and the vehicle number.

3.2 DEFINITIONS:

- 3.2.1 Labor rate – the time it takes to complete the repair. The contractor shall utilize ½ hour increments when applicable.
- 3.2.2 Afterhours labor rate – services render after normal business hours.
- 3.2.3 Field service call rate (if applicable) - a onetime / one way charge in route / travel to the County site maximum one (1) hour. This rate shall be the same for all field service calls.
- 3.2.4 Mileage (if applicable) – to County job site, the 1st 50 miles are free or choose a onetime flat rate fuel charge.

3.3 EQUIPMENT SERVICE DEPARTMENT SERVICE CENTERS:

Equipment Services Department operates five (5) service centers. Our operating hours are Monday through Friday, excluding holidays; hours of operation are different per location.

- 3.3.1 Durango Main Service Center, 3325 W. Durango, Phoenix, 85009 (602-506-4678), 6:00 a.m. to 4:30 p.m.
- 3.3.2 Mesa Service Center, 155 E. Coury, Mesa, 85210 (602-506-4794), 6:00 a.m. to 2:30 p.m.
- 3.3.3 Dysart Service Center, 16821 N. Dysart Rd. Surprise, 85374 (623-583-1836), 7:00 a.m. to 3:30 p.m.
- 3.3.4 Downtown Service Center, 120 S. 4th Ave, Phoenix, 85003 (602-506-2909), 7:30 a.m. to 4:00 p.m.
- 3.3.5 Buckeye Service Center, 26449 W. HWY 85, Buckeye, 85326 (623-386-7461), 6:00 a.m. to 3:30 p.m.

3.4 WORK ORDER ASSIGNMENTS:

- 3.4.1 Equipment Service Department Shop Supervisors and Service Writers (SW) will coordinate and issue a work order with the vehicle number to the contractor as an authorization to perform service. *Do not perform any service without a work order.* The contractor shall contact the SW 602-506-4678 (voice message) or 602-506-2886 direct contact) on all delays, pick-ups, deliveries, questions or additional repair approval.
- 3.4.2 The designated employee(s) will give the contractor(s) a preliminary diagnosis of the vehicle(s) repair.

3.5 RESPONSE TIME:

- 3.5.1 The response time to pick-up a vehicle under warranty shall be within the same business day, or unless a prior agreement has been made between the County and contractor.
- 3.5.2 The County will be responsible for transporting vehicle(s) not covered under warranty using the current County's Towing Service contract.
- 3.5.3 The contractor will be given an expected turn-around time by the Shop Supervisor and/or Service writer. If the turn-around time cannot be met, the contractor shall inform the Shop Supervisor or Service Writer at that time.
- 3.5.4 If the contractor has more than three (3) County vehicles at their facility, the County reserves the right to send the County vehicle(s) to another service facility from the contract, when applicable.
- 3.5.5 These items listed are not intended to terminate the contractor from future work order assignments only to eliminate downtime on vehicles.

3.6 STATUS REPORTS:

- 3.6.1 The contractor shall submit a daily status report with the work number and vehicle number, date received, with details on the completion date, via fax (602-506-1182) or email to the designated employee(s).
- 3.6.2 The report shall be submitted every day by 4:00 p.m.

3.7 PARTS PRICING:

- 3.7.1 All replacement parts shall be of Original Equipment Manufacturer (OEM). Exceptions are made when OEM parts are no longer available, the County must provide prior approval to replace parts with aftermarket parts.
- 3.7.2 Submit price list(s) by hard copy, website access or flash drive / CD. If a software license is required to view pricing, the contractor shall provide at no cost to the County.

3.8 DELIVERY OF PARTS:

Deliveries shall be made to all locations within 2 hours of placing orders. Exceptions are made when the site is more than 2 hours in distance (travel time) from contractor(s) facility.

- 3.8.1 It is not the responsibility of the County to pay freight on normal stock items.
- 3.8.2 All priority deliveries (i.e., overnight, air freight, UPS direct, etc.) shall be authorized by a Shop Supervisor / Lead and that person's name shall be on the invoice in order to authorize special delivery payment.
- 3.8.3 Contractor(s) shall contact the designated service center on all delivery delays.
- 3.8.4 Contractor(s) shall provide the best times to place stock orders to receive same day or within Twenty-Four (24) hours.
- 3.8.5 Contractor(s) are to indicate if they have the capability to deliver to all locations on a daily bases and provide "hot shots runs" or "just in time parts".
- 3.8.6 When part(s) are delivered on a pallet, the contractor is required to pick up and dispose of the pallet(s). The pallets must be labeled or stamped with the contractor's name for identification purposes.

3.9 EXPEDITED DELIVERY:

- 3.9.1 If the Using Agency determines that expedited delivery or other alternate shipping is required, it shall notify the Contractor. The Contractor shall determine any additional costs associated with such delivery terms and communicate that cost to the Using Agency.
- 3.9.2 The Using Agency shall not advise the Contractor to proceed with an expedited shipment until acceptable terms are agreed upon and a purchase order is issued. Upon agreeing to the additional costs, the Using Agency shall advise the Contractor to proceed.
- 3.9.3 Upon receipt of material(s) and invoicing, the Using Agency shall ensure that any additional charges are in compliance with and do not exceed agreed to costs. The Using Agency shall retain all documents related to these costs within the agency purchase file.

3.10 ACTIVE DISTRIBUTORS:

The Contractor shall be an active distributor of all manufacturers offered on Attachment A, Pricing at the time of bid submission. The manufacturers shall have your company on file as an authorized distributor for the products listed. Maricopa County reserves the right to contact the manufacturer's to verify authorization to ensure compliance with the terms and conditions of this solicitation.

3.11 WARRANTY:

- 3.11.1 The minimum warranty shall be 90 days or manufacturer warranty whichever is greater.
- 3.11.2 Warranty replacement shall be at no additional charge to the County. A "NO CHARGE" invoice shall accompany all warranty repairs detailing failure, diagnosed cause and parts

replaced. Contractor(s) shall respond to all warranty requests within twenty-four (24) hours of notification.

3.11.3 The effective date on all warranties shall begin at the time of complete installation and acceptance by the County.

3.11.4 The Contractor shall indicate on the Price Sheet the duration of the warranty and any applicable limitations or conditions which may apply.

3.12 RETURN POLICY:

The bidders shall state their return policy and reference the "inventory adjustment" (see section 2.13).

3.12.1 When a restocking charge is applied, the invoice shall reflect the original purchase price of each part returned and the restocking charge shall be on a separate line.

3.12.2 Damaged, broken or unsealed packages shall not be accepted.

3.12.3 All credit memos shall reference original invoice or return slip number. The contractor shall provide, with company name, a return / credit slip booklet at no cost to the County.

3.13 STOCK LIFT:

3.13.1 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.

3.14 INVENTORY ADJUSTMENTS:

3.14.1 The contractor(s) shall accept the return of all parts considered non-moving or seasonal parts pulled during a six (6) month inventory adjustment at no cost or penalty.

3.15 SAFETY STANDARDS:

3.15.1 All work performed shall meet current Arizona State and Code Federal Regulations under Title 49 mandates, no exceptions.

3.16 SETTING UP COUNTY ACCOUNT:

It shall be the responsibility of all contractors to communicate with their parts department, service area, accounts receivable and other areas involved in compliance with this pricing agreement.

3.17 ADDITIONAL CHARGES & FEES:

Maricopa County is not responsible for miscellaneous charges or fees (i.e., shop supplies, environmental fees, hazardous waste) other than those listed in the pricing section of this contract.

3.18 SHIPPING DOCUMENTS:

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

3.18.1 Contract Serial number.

3.18.2 Contractor's name and address.

3.18.3 Using Agency name and address.

3.18.4 Using Agency purchase order number.

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

3.19 SHIPPING TERMS:

Bid price(s) and terms shall be F.O.B. Destination at:
Maricopa County Equipment Services
3325 West Durango St.
Phoenix, Arizona 85009

3.20 OPERATING MANUALS:

Upon delivery, Contractor shall provide comprehensive operational manuals, service manuals and schematic diagrams, if required by the Using Agency.

3.21 INSTALLATION:

The Contractor's price shall include delivery and installation of all equipment in a complete operating condition.

3.22 SAMPLES:

The Contractor may be requested to furnish samples of material(s) bid for examination by the County. Any materials so requested shall be furnished within TEN (10) working days from the date of request and furnished at no cost to the County and sent to the address designated in the requesting correspondence.

3.23 TESTING:

Unless otherwise specified, materials purchased will be inspected by the Using Agency to ensure the materials meet the quality and quantity requirements of the Specifications. When deemed necessary by the County, samples of the materials may be taken at random from stock received for submission to a commercial laboratory or other appropriate agency for analysis and tests as to whether the materials conform in all respects to the Specifications. In cases where commercial laboratory reports determine that the materials do not meet the Specifications, the expense of such analysis shall be borne by the Contractor.

3.24 ACCEPTANCE:

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

3.25 STOCK:

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

3.26 MAINTENANCE:

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

3.27 BRAND NAME:

The County reserves the right to request samples to determine quality and acceptability of materials bid by Contractor. In some cases, brand names have been listed in order to define the desired quality and are not intended to be restrictive or to limit competition. Materials substantially equivalent to those designated shall qualify for consideration.

3.28 ORDER CUTOFF INFORMATION:

Contractors submitting bids shall advise the County of all known order cutoff dates for the equipment / product(s) specified in this solicitation at the time of bid submission. Notification of any subsequent cutoff date(s) (learned after submission of bid) shall also be the Contractor's

responsibility. The Contractor shall advise the County of subsequent cutoff dates by notifying the Procurement Officer, in writing, of the new information.

3.29 USAGE REPORT:

The Contractor shall furnish the County a usage report upon request 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.

3.30 Background Check:

Bidders/proposers need to aware that there may be multiple background checks (Sheriff's Office, County Attorney's Office, Courts as well as Maricopa County general government) to determine if the respondent is acceptable to do business with the County. This applies to (but is not limited to) the company, sub-contractors and employees and the failure to pass these checks shall deem the respondent non-responsible.

3.31 INVOICES AND PAYMENTS:

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

Service Invoice

- Company name, address and contact
- County bill-to department and contact information
- Contract Serial Number
- County purchase order number (if not paid by credit card)
- County work order and vehicle number
- Invoice number and date
- Payment terms
- Date of service
- Description-complaint, cause, cure
- Description of Purchase (parts used: list numbers/quantities/description)
- Pricing per unit of purchase (list cost minus discount price)
- Hourly rate with hours
- Warranty
- Freight (with prior approval)
- Extended price
- Mileage w/rate (if applicable)
- Arrival and completion time
- Sales tax and tax rate (on parts only)
- Total Amount Due

• Packing list or Parts Invoice

- Note: packing slips must have pricing listed.
- Contract Serial Number
- County purchase order number (if not paid by credit card)
- County work order and vehicle number
- Part number/quantities/descriptions
- Unit cost: list cost minus discount
- Freight (with prior approval)
- Sales tax and tax rate
- Total cost

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

- 3.31.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (<http://www.maricopa.gov/Finance/Vendors.aspx>).
- 3.31.4 Discounts offered in the contract shall be calculated based on the date a properly completed invoice is received by the County (ROI).
- 3.31.5 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.

3.32 APPLICABLE TAXES:

- 3.32.1 **Payment of Taxes:** The Contractor shall pay all applicable taxes. With respect to any installation labor on items that are not attached to real property performed by Contractor under the terms of this Contract, the installation labor cost and the gross receipts for materials provided shall be listed separately on the Contractor's invoices.
- 3.32.2 **State and Local Transaction Privilege Taxes:** Maricopa County is subject to all applicable state and local transaction privilege taxes. To the extent any state and local transaction privilege taxes apply to sales made under the terms of this contract, it is the responsibility of the seller to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.
- 3.32.3 **Tax Indemnification:** Contractor and all subcontractors shall pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold Maricopa County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

3.33 TAX:

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

3.34 POST AWARD MEETING:

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

3.35 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.

3.36 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.

3.37 VOLUNTARY EMPLOYEE DISCOUNTS

3.37.1 Vendors may voluntarily offer discounts to County employees for products or services provided under this contract. Whether a vendor offers or does not offer an employee discount is not a factor in nor considered in the evaluation of responses to this solicitation.

3.37.2 Any discount offered is part of a commercial transaction between the vendor and individual County employees and the County is not a party to the transaction. Any disputes or issues arising from an individual commercial transaction between the vendor and an individual County employee is a matter between the vendor and the employee. If a discount is offered, the terms will be announced to County employees.

4.0 CONTRACTUAL TERMS & CONDITIONS:

4.1 CONTRACT TERM:

This Invitation for Bid is for awarding a firm, fixed-price purchasing contract to cover a term of one (1) year.

4.2 OPTION TO RENEW:

The County may, at its option and with the concurrence of the Contractor, renew the term of this Contract up to a maximum of four (4) 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 (60) calendar days prior to the expiration of the original contract term.

4.3 PRICE ADJUSTMENTS:

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

4.4 INDEMNIFICATION:

To the fullest extent permitted by law, and to the extent that claims, damages, losses or expenses are not covered and paid by insurance purchased by the Contractor, the Contractor shall defend indemnify and hold harmless the County (as Owner), its agents, representatives, agents, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses (including, but not limited to attorneys' fees, court costs, expert witness fees, and the costs and attorneys' fees for appellate proceedings) arising out of, or alleged to have resulted from the negligent acts, errors, omissions, or mistakes relating to the performance of this Contract.

Contractor's duty to defend, indemnify, and hold harmless the County, its agents, representatives, agents, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss, or expense that is attributable to bodily injury, sickness, disease, death or injury to, impairment of, or destruction of tangible property, including loss of use resulting there from, caused by negligent acts, errors, omissions, or mistakes in the performance of this Contract, but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, any

one directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

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

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

4.5 INSURANCE.

- 4.5.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.
- 4.5.2 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.
- 4.5.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.
- 4.5.4 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.
- 4.5.5 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.
- 4.5.6 The insurance policies required by this Contract, except Workers' Compensation and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.
- 4.5.7 The policies required hereunder, except Workers' Compensation and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.
- 4.5.8 **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, \$4,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provisions which would serve to limit third party action over claims. There shall be no endorsement or modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

4.5.9 **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 Lessee's owned, hired, and non-owned vehicles assigned to or used in performance of the Lessee's work or services or use or maintenance of the Premises under this Lease.

4.5.10 **Workers' Compensation.**

Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Lessee's employees engaged in the performance of the work or services under this Lease; 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.

Lessee, its contractors and its subcontractors waive all rights against Lessor 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 Lessee, its contractors and its subcontractors pursuant to this Lease.

4.5.11 **Certificates of Insurance.**

4.5.11.1 Prior to Contract **AWARD**, 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.

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

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

4.6 **ORDERING AUTHORITY.**

4.6.1 Any request for purchase of product(s) shall be accompanied by a valid purchase order, issued by Office of Procurement Services, a Purchase Order issued by the using Department or direction by a Certified Agency Procurement Aid (CAPA) with a Purchase Card for payment.

4.7 **REQUIREMENTS CONTRACT:**

4.7.1 Contractors signify their understanding and agreement by signing a bid submittal, that the Contract resulting from the bid is 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.

4.7.2 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 for actual and documentable costs incurred by the Contractor in response to 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.

4.7.3 Contractors agree to accept verbal notification of cancellation of Purchase Orders 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.

4.8 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

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

4.9 TERMINATION FOR DEFAULT:

The County may, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

4.9.1 Deliver the supplies or to perform the services within the time specified in this contract or any extension;

4.9.2 Make progress, so as to endanger performance of this contract; or

4.9.3 Perform any of the other provisions of this contract.

4.9.4 The County's right to terminate this contract under these subparagraph may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the County) after receipt of the notice from the Procurement Officer specifying the failure.

4.10 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.

4.11 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.

4.12 ADDITIONS/DELETIONS OF SERVICE:

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

4.13 SUBCONTRACTING:

4.13.1 The Contractor may not assign to another Contractor 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.

4.13.2 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.

4.14 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.

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

4.15.1 In accordance with section MCI 371 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

4.15.2 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.

4.15.3 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 invoices, request for credit, request for a check or deduction from current billings 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.

4.16 VALIDITY:

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

4.17 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.

4.18 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, co-employee, partnership, principal and agent, or joint venture between the County and the Contractor.

4.19 NON-DISCRIMINATION:

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website

<http://azmemory.azlibrary.gov/cdm/singleitem/collection/execorders/id/680/rec/1> which is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, CONTRACTOR shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

4.20 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

4.20.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor

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

4.20.1.2 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;

4.20.1.3 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

4.20.1.4 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.

4.20.2 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.

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

4.21.1 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.

4.21.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 4.21 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.

4.22 CONTRACTOR LICENSE REQUIREMENT:

- 4.22.1 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.
- 4.22.2 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.

4.23 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:

- 4.23.1 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,
- 4.23.2 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.

4.24 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 in its offer 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 and the Arizona Public Records Law.

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
NORWOOD EQUIPMENT, INC.**

EXHIBIT B
Award and Rate Sheet

NORWOOD EQUIPMENT, INC., 511 E MOHAVE, PHOENIX, AZ 85004

COMPANY NAME: Norwood Equipment Inc.
 DOING BUSINESS AS (DBA) NAME: Norwood Equipment Inc.
 MAILING ADDRESS: 511 E Mohave, Phoenix, AZ 85004
 REMIT TO ADDRESS: 2422 S 22nd Ave., Phoenix, AZ 95009
 TELEPHONE NUMBER: 602-254-0644
 FACSIMILE NUMBER: 602-253-4100
 WEB SITE: www.norwoodequipment.com
 REPRESENTATIVE NAME: Ron Larsen
 REPRESENTATIVE TELEPHONE NUMBER: 602-417-2285
 REPRESENTATIVE E-MAIL: ron.larsen@norwoodequipment.com

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

NET 30 DAYS

Manufacturer	CURRENT PRICE LIST AT DATE OF ISSUE	PRICE COLUMN TO BE USED	DISCOUNT (% OFF)
Elgin Sweeper	Mar. 2014	List	12%
Areo Tarp	<u>2014 April</u>	List	0
Pull Tarp	<u>2010 Aug</u>	List	0
Poll-Rite Tarp	<u>2014 April</u>	List	0
Muncie Power	2014 April	List	20

Labor Rates	Unit Price		
Labor Rate Contractor Facility	\$90.00		
Labor Rate County Facility	\$90.00		
Labor Rate for after hours/overtime (if different)	\$135.00		
Labor Rate for Field Service	\$135.00		
Labor Rate for Field Service Overtime	\$150.00		
1.3 Mileage - 1st 50 miles free or a onetime flat fuel charge:	per mile	\$100.00	flat fuel charge
1.4 Business Hours	7:00am - 4:30pm M-F		
1.5 Return Policy	New Unused		
1.5.1 Time limitations	<u>30 Days</u>		
1.5.2 Restocking charge (if any)	20%		
1.6 Additional Services Offered:			
1.7 Warranty (define)	90 Days		
1.8 Additional Participating Locations:			

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
NORWOOD EQUIPMENT, INC.**

EXHIBIT C
Scope of Work

PROJECT

To purchase Parts, Service and Accessories to repair heavy duty trucks and equipment on an as needed basis.

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
NORWOOD EQUIPMENT, INC.**

EXHIBIT D

METHOD AND AMOUNT OF COMPENSATION

Method of payment is provided in Paragraph 3 of the Agreement. The amount of compensation, including any applicable hourly rates, is provided in the rate sheet and award pursuant to Maricopa County Solicitation No. 15021-C.

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed \$225,000.

DETAILED PROJECT COMPENSATION

Purchase of Parts, Service and Accessories to repair heavy duty trucks and equipment on an as needed basis.



Legislation Description

File #: 15-564, **Version:** 1

AUTHORIZATION FOR COOPERATIVE PURCHASE OF HEAVY DUTY TRUCK AND EQUIPMENT REPAIR WITH RWC INTERNATIONAL, LTD

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for City Council to authorize the Acting City Manager to enter into a linking agreement with RWC International, LTD (RWC) for the repair of heavy duty trucks and equipment in an amount up to \$45,000 for the initial term, effective upon signing of the agreement and running through July 31, 2016; and to authorize the City Manager to renew the agreement, at the City Manager's discretion, for an additional four years, in one-year increments, based on the annual renewal of Contract No. 15021-C by Maricopa County, in an amount not to exceed \$225,000 over the full five-year period.

Background

Public Works maintains a diverse fleet of vehicles and associated equipment used to support key city operations including police and fire services, solid waste collection and disposal divisions, transportation services transit division, and water services distribution, collection and reclamation divisions. The purchase of parts, service and accessories for the repair of heavy duty trucks and equipment from outside vendors is required to keep vehicles and machinery functioning properly. The cost for this service is charged back to the responsible departments.

RWC was awarded a bid by Maricopa County for heavy duty truck and equipment repair services and staff is requesting to utilize the cooperative purchase with Strategic Alliance for Volume Expenditures (SAVE). SAVE is a consortium of local municipalities, in which Glendale is a member. Contract No. 15021-C was awarded on August 1, 2015 and ends on July 31, 2016, and includes an option to renew the term of the contract for an additional four years, in one-year periods, allowing the contract to be extended through July 31, 2020.

Cooperative purchasing allows counties, municipalities, schools, colleges and universities in Arizona to use a contract that was competitively procured by another governmental entity or purchasing cooperative. Such purchasing helps reduce the cost of procurement, allows access to a multitude of competitively bid contracts, and provides the opportunity to take advantage of volume pricing. The Glendale City Code authorizes cooperative purchases when the solicitation process utilized complies with the intent of Glendale's procurement processes. This cooperative purchase is compliant with Chapter 2, Article V, Division 2, Section 2-149 of the Glendale City Code, per review by Materials Management.

Analysis

The city's agreement with RWC will be effective upon signing of the agreement and run through July 31, 2016.

Should Council approve the requested authorization for the City Manager to renew the agreement, and with the annual renewal of the Maricopa County contract, the city's agreement with RWC may be extended for an additional four years, in one-year increments, with a final termination date of July 31, 2020. This is a request for expenditure authority only and does not mean that the city will expend the full annual authorized amount of \$45,000 with RWC International, LTD.

RWC is used for the repair of some of the city's heavy duty sanitation trucks and fire trucks and is necessary for the equipment to be available for the delivery of essential services to Glendale citizens and customers.

Community Benefit/Public Involvement

Cooperative purchasing produces the lowest possible volume prices and allows for the most effective use of available funding. The bids are publicly advertised and all Arizona firms have an opportunity to participate.

The use of outside vendors for the repair of heavy duty trucks and equipment supplements internal service capacity and allows for the most expeditious return of vehicles and equipment to city operations for smooth and uninterrupted delivery of service to the public.

Budget and Financial Impacts

Funding is available in the fiscal year 2015-16 Public Works Department operating and maintenance budget. Expenditures with RWC are estimated to be \$45,000 for the initial contract year, with a not to exceed amount of \$225,000 over the entire term of the agreement.

Cost	Fund-Department-Account
\$45,000	2590-18300-518200, Fleet Management

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
RWC INTERNATIONAL, LTD**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this _____ day of _____, 2015, between the City of Glendale, an Arizona municipal corporation (the "City"), and RWC International, LTD, an Arizona corporation ("Contractor"), collectively, the "Parties."

RECITALS

- A. On July 22, 2015, under the S.A.V.E. Cooperative Purchasing Agreement, Maricopa County entered into a contract with Contractor to purchase the goods and services described in the Heavy Duty Truck, Construction And Agricultural, Industrial Fleet And Equipment Parts, Service And Accessories Contract, Maricopa County Contract No. 15021-C, which is attached hereto as Exhibit A. The Heavy Duty Truck, Construction And Agricultural, Industrial Fleet And Equipment Parts, Service And Accessories Contract permits its cooperative use by other governmental agencies including the City. The Heavy Duty Truck, Construction And Agricultural, Industrial Fleet And Equipment Parts, Service And Accessories Contract is hereinafter referred as the Cooperative Purchasing Agreement.
- B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference, and the covenants and promises contained in this Linking Agreement, the parties agree as follows:

1. Term of Agreement. The City is purchasing the supplies and/or services from Contractor pursuant to Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement award and rate sheet, which are attached hereto as part of Exhibit B, purchases can be made by governmental entities from the date of award, which was August 1, 2015, until the date the contract expires on July 31, 2016, unless the term of the Cooperative

Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not extend the contract beyond July 31, 2020. The initial period of this Agreement therefore is the period from the Effective Date of this Agreement until July 31, 2016. The City, however, may renew the term of this Agreement for 4 one-year periods until the Cooperative Purchasing Agreement expires on July 31, 2020. Renewals are not automatic and shall only occur if the City gives the Contractor notice of its intent to renew. The City may give the Contractor notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such a one-year renewal.

2. Scope of Work; Terms, Conditions, and Specifications.

- A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as Exhibit C.
- B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporate into and are an enforceable part of this Agreement.

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as the Cooperative Purchasing Agreement, unless the City and Contractor agree to a different schedule, as provided in Exhibit D.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed forty-five thousand dollars (\$45,000).

4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

5. Non-discrimination. Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

6. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

7. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale
c/o Montana Slack
6210 W. Myrtle Avenue, Suite #111
Glendale, Arizona 85301
623-930-2621

and

RWC International, LTD
c/o Mary Wilson
600 N. 75th Avenue
Phoenix, Arizona 85043
602-307-1042

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth above.

“City”

“Contractor”

City of Glendale, an Arizona
municipal corporation

RWC International, LTD,
an Arizona corporation

By: _____
Richard A. Bowers
Acting City Manager

By:  _____
Name: Rud Hefner
Title: CFO

ATTEST:

Pamela Hanna (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
RWC INTERNATIONAL, LTD**

EXHIBIT A

Heavy Duty Truck, Construction And Agricultural, Industrial Fleet And Equipment Parts, Service
And Accessories, Maricopa County Solicitation No. 15021-C

SERIAL 15021 C

**HEAVY DUTY TRUCK, CONSTRUCTION AND AGRICULTURAL,
INDUSTRIAL FLEET AND EQUIPMENT PARTS, SERVICE AND
ACCESSORIES**

DATE OF LAST REVISION: July 22, 2015

CONTRACT END DATE: July 31, 2016

CONTRACT PERIOD THROUGH JULY, 31, 2016

TO: All Departments

FROM: Office of Procurement Services

**SUBJECT: Contract for HEAVY DUTY TRUCK, CONSTRUCTION AND AGRICULTURAL,
INDUSTRIAL FLEET AND EQUIPMENT PARTS, SERVICE AND ACCESSORIES**

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 **July 22, 2015. (Effective August 1, 2015)**

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

NP/jl
Attach

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

(Please remove Serial 10018-C from your contract notebooks)

HEAVY DUTY TRUCK, CONSTRUCTION AND AGRICULTURAL / INDUSTRIAL FLEET AND EQUIPMENT PARTS, SERVICE & ACCESSORIES

1.0 INTENT:

This Invitation for Bid is intended to establish a contract for a full line of parts, accessories and service for Heavy Duty Trucks 1 ½ ton and higher, Construction / Agricultural / Industrial equipment. It is not intended for one (1) contractor to provide all requirements. The contract will be awarded in part, sections or groups where such action serves the County's best interest. All charges to the County shall be in accordance with the terms of the resultant pricing agreement. Purchases are authorized by purchase order or purchase credit card only.

Other governmental entities under agreement with the County may have access to services provided hereunder (see also Sections 3.35 and 3.36, 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 or to ensure adequate competition on any project or task order work.

2.0 SPECIFICATIONS:

2.1 TECHNICAL REQUIREMENTS:

2.1.1 AUTHORIZED SERVICE FACILITIES:

- 2.1.1.1 The contractors shall be certified as a respective manufacturer's authorized service facility for the type of vehicle size and equipment offered on attachment A of the pricing section.
- 2.1.1.2 The service facility shall be open Monday through Friday from 8:00 a.m. to 5:00 p.m.
- 2.1.1.3 The County's expectations are to establish parts and service for all manufactures in the County's rolling fleet.
- 2.1.1.4 No volume of business is a guarantee.

NOTE: IT IS IMPORTANT FOR THE BIDDERS TO INDICATE THE GROSS VEHICLE WEIGHT (GVW) THEIR SERVICE FACILITY ARE EQUIPPED TO SERVICE. THERE IS A SPACE ON ATTACHMENT "A" FOR YOU TO PROVIDE THIS INFORMATION.

FOR EXAMPLE: FACILITY ONLY EQUIPPED TO SERVICE \ TRUCKS 2 TON

2.1.2 MANUFACTURERS / PARTS:

This list is only to provide you with a few of our manufacturers and parts used in our rolling fleet.

MCI TRANSPORT BUS	KUBOTA / BOBCAT	INGERSOLL-RAND-FLEET PARTS (NO TOOLS
BLUE BIRD BUSES	JOHN DEERE GREEN	JOHN DEERE YELLOW
THOMAS BUSES	BEARCAT	CATERPILLAR
ROSCO ROLLERS	PB LOADER	BROCE BROOM/SWEEPERS
TENNANT SWEEPERS	JCB BACKHOE'S/LOADERS	RACK & PINION
CUMMINS DIESEL ENGINE	TTITAN	BEAR/ELGIN BROOM
PULL TARP	ROLL-RITE	DYNA PAC ROLLERS
BINGHAM FORD	MASSEY FERGUSON	THERMO-KING
MAXON LIFTS	FREIGHTLINER	STERLING
SCORPION ATTENUATOR	3M MESSAGE BOARDS	SOLAR TECH MESSAGE BOARDS
ATV'S	VERMEER-WOOD	MORBARK BRUSH

POLARIS/HONDA/YAMAHA	CHIPPERS	CHIPPERS
MACK/VOLVO	INTERNATIONAL	TIGER CRANES
DUR-A-LIFTS	VERSA LIFTS	IMT CRANES
WARN WINCHES	RAMSEY WINCHES	WACKER
PTO	MB – PAINT STRIPPERS	DRIVELINE
RICON WHEELCHAIR LIFTS	BRAUN WHEELCHAIR LIFTS	MASSEY’S FUEL TANK INSPECTIONS
RV-NEWMAR	RV-CHAMPION	RV-THOMAS
CHASSIS/SUSPENSIONS	VICKER PUMPS	WELDING SUPPLIES
AUTOMOTIVE FLEET FASTNERS	WEATHERGUARD TOOL BOXES	DELTA TOOL BOXES
MASTERRACK	SKIP-LINE	FLEETGUARD
CARRIER A/C	FORD NEW HOLLAND	PETERBUILT
WIX’S FILTERS	BRAKE COMPONENTS	WINDSHIELD WIPERS
SMALL GENERATOR – ONAN/KOHLER	PRESSURE WASHERS	COATS -TIRE MACHINES
INGERSOLL-RAND-AIR COMPRESSORS	HYDRAULIC JACKS	DEF FLUID
CARGO VAN EQUIPMENT-SHELVING/PARTITIONS/LADDER RACKS/BINS	AIR/OIL/WATER/FITTINGS-HOSES REELS	ALTERNATORS/STARTERS

2.1.3 FABRICATION:

The County will have service request for fabrication such as cargo equipment, transport vans, facilities vans and other related fabrications required to outfit the County trade vehicles. If this is part of your business include the manufacturers you carry for Cargo equipment (i.e., shelving, ladder racks, bins, partitions, etc.).

2.2 TECHNICAL AND DESCRIPTIVE SALES LITERATURE:

The Contractor shall provide copies of its sales literature and brochures and copies of any manufacturer’s technical and/or descriptive literature regarding the material(s) the Contractor proposes to provide. Literature shall include sufficient, in-detail, to allow full and fair evaluation of the material(s) submitted, and must be included with the bid. Failure to include this information may result in the bid being rejected.

3.0 PURCHASING REQUIREMENTS:

3.1 LABOR RATES:

The contractor shall provide information:

- Labor rates;
- at contractor’s facility
- After hours / overtime
- Field service calls (if applicable)
- Field service calls afterhours/overtime
- Mileage 1st 50 free (if applicable) or
- Onetime flat rate fuel charge
- Business hours

3.1.1 The invoices shall be submitted within twenty-four (24) hours from date of service, by fax 602-506-1182 or email.

3.1.2 After hours/overtime service must be approved prior to providing the service.

3.1.3 Service truck(s) - fully equipped with parts, diagnostic / repair tools, etc. to complete the repairs at no cost to the County. Any unforeseen equipment is required to complete the

job include the type of equipment that may be required (i.e. rental equipment) on attachment A.

- 3.1.4 Duplicate charges - the County shall not be responsible for any rates / charges defined in section 2.1.4 for negligence on the contractors / service technician not prepared with all parts, tools, equipment, material and other related items required to complete the repair.
- 3.1.5 Equipment Services reserves the right to dispute charges on labor hours and repairs performed if deemed excessive / unreasonable. If any portion of the repair performed is determined to be excessive charges, the contractor shall credit the original invoice referencing the work order and the vehicle number.

3.2 DEFINITIONS:

- 3.2.1 Labor rate – the time it takes to complete the repair. The contractor shall utilize ½ hour increments when applicable.
- 3.2.2 Afterhours labor rate – services render after normal business hours.
- 3.2.3 Field service call rate (if applicable) - a onetime / one way charge in route / travel to the County site maximum one (1) hour. This rate shall be the same for all field service calls.
- 3.2.4 Mileage (if applicable) – to County job site, the 1st 50 miles are free or choose a onetime flat rate fuel charge.

3.3 EQUIPMENT SERVICE DEPARTMENT SERVICE CENTERS:

Equipment Services Department operates five (5) service centers. Our operating hours are Monday through Friday, excluding holidays; hours of operation are different per location.

- 3.3.1 Durango Main Service Center, 3325 W. Durango, Phoenix, 85009 (602-506-4678), 6:00 a.m. to 4:30 p.m.
- 3.3.2 Mesa Service Center, 155 E. Coury, Mesa, 85210 (602-506-4794), 6:00 a.m. to 2:30 p.m.
- 3.3.3 Dysart Service Center, 16821 N. Dysart Rd. Surprise, 85374 (623-583-1836), 7:00 a.m. to 3:30 p.m.
- 3.3.4 Downtown Service Center, 120 S. 4th Ave, Phoenix, 85003 (602-506-2909), 7:30 a.m. to 4:00 p.m.
- 3.3.5 Buckeye Service Center, 26449 W. HWY 85, Buckeye, 85326 (623-386-7461), 6:00 a.m. to 3:30 p.m.

3.4 WORK ORDER ASSIGNMENTS:

- 3.4.1 Equipment Service Department Shop Supervisors and Service Writers (SW) will coordinate and issue a work order with the vehicle number to the contractor as an authorization to perform service. *Do not perform any service without a work order.* The contractor shall contact the SW 602-506-4678 (voice message) or 602-506-2886 (direct contact) on all delays, pick-ups, deliveries, questions or additional repair approval.
- 3.4.2 The designated employee(s) will give the contractor(s) a preliminary diagnosis of the vehicle(s) repair.

3.5 RESPONSE TIME:

- 3.5.1 The response time to pick-up a vehicle under warranty shall be within the same business day, or unless a prior agreement has been made between the County and contractor.
- 3.5.2 The County will be responsible for transporting vehicle(s) not covered under warranty using the current County's Towing Service contract.
- 3.5.3 The contractor will be given an expected turn-around time by the Shop Supervisor and/or Service writer. If the turn-around time cannot be met, the contractor shall inform the Shop Supervisor or Service Writer at that time.
- 3.5.4 If the contractor has more than three (3) County vehicles at their facility, the County reserves the right to send the County vehicle(s) to another service facility from the contract, when applicable.
- 3.5.5 These items listed are not intended to terminate the contractor from future work order assignments only to eliminate downtime on vehicles.

3.6 STATUS REPORTS:

- 3.6.1 The contractor shall submit a daily status report with the work number and vehicle number, date received, with details on the completion date, via fax (602-506-1182) or email to the designated employee(s).
- 3.6.2 The report shall be submitted every day by 4:00 p.m.

3.7 PARTS PRICING:

- 3.7.1 All replacement parts shall be of Original Equipment Manufacturer (OEM). Exceptions are made when OEM parts are no longer available, the County must provide prior approval to replace parts with aftermarket parts.
- 3.7.2 Submit price list(s) by hard copy, website access or flash drive / CD. If a software license is required to view pricing, the contractor shall provide at no cost to the County.

3.8 DELIVERY OF PARTS:

Deliveries shall be made to all locations within 2 hours of placing orders. Exceptions are made when the site is more than 2 hours in distance (travel time) from contractor(s) facility.

- 3.8.1 It is not the responsibility of the County to pay freight on normal stock items.
- 3.8.2 All priority deliveries (i.e., overnight, air freight, UPS direct, etc.) shall be authorized by a Shop Supervisor / Lead and that person's name shall be on the invoice in order to authorize special delivery payment.
- 3.8.3 Contractor(s) shall contact the designated service center on all delivery delays.
- 3.8.4 Contractor(s) shall provide the best times to place stock orders to receive same day or within Twenty-Four (24) hours.
- 3.8.5 Contractor(s) are to indicate if they have the capability to deliver to all locations on a daily bases and provide "hot shots runs" or "just in time parts".
- 3.8.6 When part(s) are delivered on a pallet, the contractor is required to pick up and dispose of the pallet(s). The pallets must be labeled or stamped with the contractor's name for identification purposes.

3.9 EXPEDITED DELIVERY:

- 3.9.1 If the Using Agency determines that expedited delivery or other alternate shipping is required, it shall notify the Contractor. The Contractor shall determine any additional costs associated with such delivery terms and communicate that cost to the Using Agency.
- 3.9.2 The Using Agency shall not advise the Contractor to proceed with an expedited shipment until acceptable terms are agreed upon and a purchase order is issued. Upon agreeing to the additional costs, the Using Agency shall advise the Contractor to proceed.
- 3.9.3 Upon receipt of material(s) and invoicing, the Using Agency shall ensure that any additional charges are in compliance with and do not exceed agreed to costs. The Using Agency shall retain all documents related to these costs within the agency purchase file.

3.10 ACTIVE DISTRIBUTORS:

The Contractor shall be an active distributor of all manufacturers offered on Attachment A, Pricing at the time of bid submission. The manufacturers shall have your company on file as an authorized distributor for the products listed. Maricopa County reserves the right to contact the manufacturer's to verify authorization to ensure compliance with the terms and conditions of this solicitation.

3.11 WARRANTY:

- 3.11.1 The minimum warranty shall be 90 days or manufacturer warranty whichever is greater.
- 3.11.2 Warranty replacement shall be at no additional charge to the County. A "NO CHARGE" invoice shall accompany all warranty repairs detailing failure, diagnosed cause and parts

replaced. Contractor(s) shall respond to all warranty requests within twenty-four (24) hours of notification.

- 3.11.3 The effective date on all warranties shall begin at the time of complete installation and acceptance by the County.
- 3.11.4 The Contractor shall indicate on the Price Sheet the duration of the warranty and any applicable limitations or conditions which may apply.

3.12 RETURN POLICY:

The bidders shall state their return policy and reference the "inventory adjustment" (see section 2.13).

- 3.12.1 When a restocking charge is applied, the invoice shall reflect the original purchase price of each part returned and the restocking charge shall be on a separate line.
- 3.12.2 Damaged, broken or unsealed packages shall not be accepted.
- 3.12.3 All credit memos shall reference original invoice or return slip number. The contractor shall provide, with company name, a return / credit slip booklet at no cost to the County.

3.13 STOCK LIFT:

- 3.13.1 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.

3.14 INVENTORY ADJUSTMENTS:

- 3.14.1 The contractor(s) shall accept the return of all parts considered non-moving or seasonal parts pulled during a six (6) month inventory adjustment at no cost or penalty.

3.15 SAFETY STANDARDS:

- 3.15.1 All work performed shall meet current Arizona State and Code Federal Regulations under Title 49 mandates, no exceptions.

3.16 SETTING UP COUNTY ACCOUNT:

It shall be the responsibility of all contractors to communicate with their parts department, service area, accounts receivable and other areas involved in compliance with this pricing agreement.

3.17 ADDITIONAL CHARGES & FEES:

Maricopa County is not responsible for miscellaneous charges or fees (i.e., shop supplies, environmental fees, hazardous waste) other than those listed in the pricing section of this contract.

3.18 SHIPPING DOCUMENTS:

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

- 3.18.1 Contract Serial number.
- 3.18.2 Contractor's name and address.
- 3.18.3 Using Agency name and address.
- 3.18.4 Using Agency purchase order number.
- 3.18.5 A description of product(s) shipped, including item number(s), quantity (ies), number of containers and package number(s), as applicable.

3.19 SHIPPING TERMS:

Bid price(s) and terms shall be F.O.B. Destination at:
Maricopa County Equipment Services
3325 West Durango St.
Phoenix, Arizona 85009

3.20 OPERATING MANUALS:

Upon delivery, Contractor shall provide comprehensive operational manuals, service manuals and schematic diagrams, if required by the Using Agency.

3.21 INSTALLATION:

The Contractor's price shall include delivery and installation of all equipment in a complete operating condition.

3.22 SAMPLES:

The Contractor may be requested to furnish samples of material(s) bid for examination by the County. Any materials so requested shall be furnished within TEN (10) working days from the date of request and furnished at no cost to the County and sent to the address designated in the requesting correspondence.

3.23 TESTING:

Unless otherwise specified, materials purchased will be inspected by the Using Agency to ensure the materials meet the quality and quantity requirements of the Specifications. When deemed necessary by the County, samples of the materials may be taken at random from stock received for submission to a commercial laboratory or other appropriate agency for analysis and tests as to whether the materials conform in all respects to the Specifications. In cases where commercial laboratory reports determine that the materials do not meet the Specifications, the expense of such analysis shall be borne by the Contractor.

3.24 ACCEPTANCE:

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

3.25 STOCK:

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

3.26 MAINTENANCE:

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

3.27 BRAND NAME:

The County reserves the right to request samples to determine quality and acceptability of materials bid by Contractor. In some cases, brand names have been listed in order to define the desired quality and are not intended to be restrictive or to limit competition. Materials substantially equivalent to those designated shall qualify for consideration.

3.28 ORDER CUTOFF INFORMATION:

Contractors submitting bids shall advise the County of all known order cutoff dates for the equipment / product(s) specified in this solicitation at the time of bid submission. Notification of any subsequent cutoff date(s) (learned after submission of bid) shall also be the Contractor's

responsibility. The Contractor shall advise the County of subsequent cutoff dates by notifying the Procurement Officer, in writing, of the new information.

3.29 USAGE REPORT:

The Contractor shall furnish the County a usage report upon request 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.

3.30 Background Check:

Bidders/proposers need to aware that there may be multiple background checks (Sheriff's Office, County Attorney's Office, Courts as well as Maricopa County general government) to determine if the respondent is acceptable to do business with the County. This applies to (but is not limited to) the company, sub-contractors and employees and the failure to pass these checks shall deem the respondent non-responsible.

3.31 INVOICES AND PAYMENTS:

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

Service Invoice

- Company name, address and contact
- County bill-to department and contact information
- Contract Serial Number
- County purchase order number (if not paid by credit card)
- County work order and vehicle number
- Invoice number and date
- Payment terms
- Date of service
- Description-complaint, cause, cure
- Description of Purchase (parts used: list numbers/quantities/description)
- Pricing per unit of purchase (list cost minus discount price)
- Hourly rate with hours
- Warranty
- Freight (with prior approval)
- Extended price
- Mileage w/rate (if applicable)
- Arrival and completion time
- Sales tax and tax rate (on parts only)
- Total Amount Due

Packing list or Parts Invoice

- Note: packing slips must have pricing listed.
- Contract Serial Number
- County purchase order number (if not paid by credit card)
- County work order and vehicle number
- Part number/quantities/descriptions
- Unit cost: list cost minus discount
- Freight (with prior approval)
- Sales tax and tax rate
- Total cost

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

3.31.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (<http://www.maricopa.gov/Finance/Vendors.aspx>).

3.31.4 Discounts offered in the contract shall be calculated based on the date a properly completed invoice is received by the County (ROI).

3.31.5 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.

3.32 APPLICABLE TAXES:

3.32.1 **Payment of Taxes:** The Contractor shall pay all applicable taxes. With respect to any installation labor on items that are not attached to real property performed by Contractor under the terms of this Contract, the installation labor cost and the gross receipts for materials provided shall be listed separately on the Contractor's invoices.

3.32.2 **State and Local Transaction Privilege Taxes:** Maricopa County is subject to all applicable state and local transaction privilege taxes. To the extent any state and local transaction privilege taxes apply to sales made under the terms of this contract it is the responsibility of the seller to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.

3.32.3 **Tax Indemnification:** Contractor and all subcontractors shall pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold Maricopa County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

3.33 TAX:

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

3.34 POST AWARD MEETING:

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

3.35 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.

3.36 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.

3.37 VOLUNTARY EMPLOYEE DISCOUNTS

3.37.1 Vendors may voluntarily offer discounts to County employees for products or services provided under this contract. Whether a vendor offers or does not offer an employee discount is not a factor in nor considered in the evaluation of responses to this solicitation.

3.37.2 Any discount offered is part of a commercial transaction between the vendor and individual County employees and the County is not a party to the transaction. Any disputes or issues arising from an individual commercial transaction between the vendor and an individual County employee is a matter between the vendor and the employee. If a discount is offered, the terms will be announced to County employees.

4.0 CONTRACTUAL TERMS & CONDITIONS:

4.1 CONTRACT TERM:

This Invitation for Bid is for awarding a firm, fixed-price purchasing contract to cover a term of ~~one (1)~~ year.

4.2 OPTION TO RENEW:

The County may, at its option and with the concurrence of the Contractor, renew the term of this Contract up to a maximum of four (4) 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 (60) calendar days prior to the expiration of the original contract term..

4.3 PRICE ADJUSTMENTS:

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

4.4 INDEMNIFICATION:

To the fullest extent permitted by law, and to the extent that claims, damages, losses or expenses are not covered and paid by insurance purchased by the Contractor, the Contractor shall defend indemnify and hold harmless the County (as Owner), its agents, representatives, agents, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses (including, but not limited to attorneys' fees, court costs, expert witness fees, and the costs and attorneys' fees for appellate proceedings) arising out of, or alleged to have resulted from the negligent acts, errors, omissions, or mistakes relating to the performance of this Contract.

Contractor's duty to defend, indemnify, and hold harmless the County, its agents, representatives, agents, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss, or expense that is attributable to bodily injury, sickness, disease, death or injury to, impairment of, or destruction of tangible property, including loss of use resulting there from, caused by negligent acts, errors, omissions, or mistakes in the performance of this Contract, but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, any

one directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

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

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

4.5 INSURANCE.

- 4.5.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.
- 4.5.2 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.
- 4.5.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.
- 4.5.4 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.
- 4.5.5 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.
- 4.5.6 The insurance policies required by this Contract, except Workers' Compensation and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.
- 4.5.7 The policies required hereunder, except Workers' Compensation and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.
- 4.5.8 **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, \$4,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provisions which would serve to limit third party action over claims. There shall be no endorsement or modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

4.5.9 **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 Lessee's owned, hired, and non-owned vehicles assigned to or used in performance of the Lessee's work or services or use or maintenance of the Premises under this Lease.

4.5.10 **Workers' Compensation.**

Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Lessee's employees engaged in the performance of the work or services under this Lease; 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.

Lessee, its contractors and its subcontractors waive all rights against Lessor 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 Lessee, its contractors and its subcontractors pursuant to this Lease.

4.5.11 **Certificates of Insurance.**

4.5.11.1 Prior to Contract **AWARD**, 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.

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

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

4.6 **ORDERING AUTHORITY.**

4.6.1 Any request for purchase of product(s) shall be accompanied by a valid purchase order, issued by Office of Procurement Services, a Purchase Order issued by the using Department or direction by a Certified Agency Procurement Aid (CAPA) with a Purchase Card for payment.

4.7 **REQUIREMENTS CONTRACT:**

4.7.1 Contractors signify their understanding and agreement by signing a bid submittal, that the Contract resulting from the bid is 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.

4.7.2 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 for actual and documentable costs incurred by the Contractor in response to 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.

4.7.3 Contractors agree to accept verbal notification of cancellation of Purchase Orders 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.

4.8 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

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

4.9 TERMINATION FOR DEFAULT:

The County may, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

4.9.1 Deliver the supplies or to perform the services within the time specified in this contract or any extension;

4.9.2 Make progress, so as to endanger performance of this contract; or

4.9.3 Perform any of the other provisions of this contract.

4.9.4 The County's right to terminate this contract under these subparagraph may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the County) after receipt of the notice from the Procurement Officer specifying the failure.

4.10 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.

4.11 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.

4.12 ADDITIONS/DELETIONS OF SERVICE:

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

4.13 SUBCONTRACTING:

4.13.1 The Contractor may not assign to another Contractor 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.

4.13.2 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.

4.14 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.

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

4.15.1 In accordance with section MCI 371 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

4.15.2 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.

4.15.3 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 invoices, request for credit, request for a check or deduction from current billings 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.

4.16 VALIDITY:

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

4.17 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.

4.18 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, co-employee, partnership, principal and agent, or joint venture between the County and the Contractor.

4.19 NON-DISCRIMINATION:

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website

<http://azmemory.azlibrary.gov/cdm/singleitem/collection/execorders/id/680/rec/1> which is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, CONTRACTOR shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

4.20 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

4.20.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor

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

4.20.1.2 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;

4.20.1.3 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

4.20.1.4 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.

4.20.2 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.

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

4.21.1 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.

4.21.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 4.21 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.

4.22 CONTRACTOR LICENSE REQUIREMENT:

- 4.22.1 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.
- 4.22.2 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.

4.23 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:

- 4.23.1 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,
- 4.23.2 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.

4.24 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 in its offer 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 and the Arizona Public Records Law.

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
RWC INTERNATIONAL, LTD**

EXHIBIT B
Award and Rate Sheet

RWC INTERNATIONAL, 600 N 75TH AVE., PHOENIX, AZ 85043

COMPANY NAME: RWC International LTD

DOING BUSINESS AS (DBA) NAME: _____

MAILING ADDRESS: 600 N 75th Ave., Phoenix, AZ 85043

REMIT TO ADDRESS: 600 N 75th Ave., Phoenix, AZ 85043

TELEPHONE NUMBER: 602-307-1042

FACSIMILE NUMBER: 602-307-1051

WEB SITE: www.rwcinternational.com

REPRESENTATIVE NAME: Mary Wilson

REPRESENTATIVE TELEPHONE NUMBER: 602-307-1042

REPRESENTATIVE E-MAIL: mwilson@rwcinternational.com

	YES	NO	REBATE
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"/>	
<input checked="" type="checkbox"/> NET 30 DAYS			

Manufacturer	CURRENT PRICE LIST AT DATE OF ISSUE	PRICE COLUMN TO BE USED	DISCOUNT (% OFF)
International	5/7/2015	List	Discounts are calculated into manufacturers price catalog
Cummins Diesel Engine	5/7/2015	List	-31%
Caterpillar	5/7/2015	List	-22%
Freightliner	5/7/2015	List	-4%
Maxon Lifts	5/7/2015	List	-28%
Pull Tarp	5/7/2015	List	-15%
Thomas Buses	5/7/2015	List	-4%
Blue Bird Busses	5/7/2015	List	0%
Scorpion Attenuator	5/7/2015	List	-10
Mack/Volvo	5/7/2015	List	0%
Ricon Wheel Chair lifts	5/7/2015	List	-54%
Fleetguard Filters	5/7/2015	List	-62%
Fleetguard Fluid	5/7/2015	List	-62%
Gray Jack	5/7/2015	List	-22
Carrier A/C	5/7/2015	List	-48%
Chassis/Suspensions	5/7/2015	List	-43%
Braun Wheelchair lifts	5/7/2015	List	-22%
Brake Components	5/7/2015	List	-28%
Spicer Driveline	5/7/2015	List	-60%
Peterbuilt	5/7/2015	List	0%
Windshield wipers	5/7/2015	List	-22%
DEF Fluid	5/7/2015	List	-22%
Washer Fluid	5/7/2015	List	-22%
AC Delco Alternators/Starters	5/7/2015	List	-22%
Waltco gate	5/7/2015	List	-29%
Tommy gate	5/7/2015	List	-50%

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
RWC INTERNATIONAL, LTD

EXHIBIT C
Scope of Work

PROJECT

To purchase Parts, Service and Accessories to repair heavy duty trucks and equipment on an as needed basis.

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
RWC INTERNATIONAL, LTD**

EXHIBIT D

METHOD AND AMOUNT OF COMPENSATION

Method of payment is provided in Paragraph 3 of the Agreement. The amount of compensation, including any applicable hourly rates, is provided in the rate sheet and award pursuant to Maricopa County Solicitation No. 15021-C.

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed \$225,000.

DETAILED PROJECT COMPENSATION

Purchase of Parts, Service and Accessories to repair heavy duty trucks and equipment on an as needed basis.



Legislation Description

File #: 15-565, **Version:** 1

AUTHORIZATION FOR COOPERATIVE PURCHASE OF HEAVY DUTY TRUCK AND EQUIPMENT REPAIR WITH TITAN MACHINERY, INC.

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for City Council to authorize the Acting City Manager to enter into a linking agreement with Titan Machinery, Inc. (Titan) for the repair of heavy duty trucks and equipment in an amount up to \$45,000 for the initial contract term, effective upon signing of the agreement and running through July 31, 2016; and to authorize the City Manager to renew the agreement, at the City Manager's discretion, for an additional four years, in one-year increments, based on the annual renewal of Contract No. 15021-C by Maricopa County, in an amount not to exceed \$225,000 over the full five-year period.

Background

Public Works maintains a diverse fleet of vehicles and associated equipment used to support key city operations including police and fire services, solid waste collection and disposal divisions, transportation services transit division, and water services distribution, collection and reclamation divisions. The purchase of parts, service and accessories for the repair of heavy duty trucks and equipment from outside vendors is required to keep vehicles and machinery functioning properly. The cost for this service is charged back to the responsible departments.

Titan was awarded a bid by Maricopa County for heavy duty truck and equipment repair services and staff is requesting to utilize the cooperative purchase with Strategic Alliance for Volume Expenditures (SAVE). SAVE is a consortium of local municipalities, in which Glendale is a member. Contract No. 15021-C was awarded on August 1, 2015 and ends on July 31, 2016, and includes an option to renew the term of the contract for an additional four years, in one-year periods, allowing the contract to be extended through July 31, 2020.

Cooperative purchasing allows counties, municipalities, schools, colleges and universities in Arizona to use a contract that was competitively procured by another governmental entity or purchasing cooperative. Such purchasing helps reduce the cost of procurement, allows access to a multitude of competitively bid contracts, and provides the opportunity to take advantage of volume pricing. The Glendale City Code authorizes cooperative purchases when the solicitation process utilized complies with the intent of Glendale's procurement processes. This cooperative purchase is compliant with Chapter 2, Article V, Division 2, Section 2-149 of the Glendale City Code, per review by Materials Management.

Analysis

The city's agreement with Titan will be effective upon signing of the agreement and run through July 31, 2016.

Should Council approve the requested authorization for the City Manager to renew the agreement, and with the annual renewal of the Maricopa County contract, the city's agreement with Titan may be extended for an additional four years, in one-year increments, with a final termination date of July 31, 2020. This is a request for expenditure authority only and does not mean that the city will expend the full annual authorized amount of \$45,000 with Titan Machinery, Inc.

Titan is used for the repair of tractors used by the sanitation division for loose trash pickup, and water services for waterline repair and maintenance. The expeditious repair of these vehicles is necessary for the equipment to be available for the delivery of essential services to Glendale citizens and customers.

Previous Related Council Action

On June 24, 2104, Council authorized the cooperative purchase of heavy duty truck and equipment repair with Titan Machinery, Inc. in an amount not to exceed \$45,000 annually.

Community Benefit/Public Involvement

The use of outside vendors for the repair of heavy duty trucks and equipment supplements internal service capacity and allows for the most expeditious return of vehicles and equipment to city operations for smooth and uninterrupted delivery of service to the public.

Cooperative purchasing produces the lowest possible volume prices and allows for the most effective use of available funding. The bids are publicly advertised and all Arizona firms have an opportunity to participate.

Budget and Financial Impacts

Funding is available in the fiscal year 2015-16 Public Works Department operating and maintenance budget. Expenditures with Titan are estimated to be \$45,000 for the initial contract year, with a not to exceed amount of \$225,000 over the entire term of the contract.

Cost	Fund-Department-Account
\$45,000	2590-18300-518200, Fleet Management

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
TITAN MACHINERY, INC.**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this _____ day of _____, 2015, between the City of Glendale, an Arizona municipal corporation (the "City"), and Titan Machinery, Inc., a Delaware corporation authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

RECITALS

- A. On July 22, 2015, under the S.A.V.E. Cooperative Purchasing Agreement, Maricopa County entered into a contract with Contractor to purchase the goods and services described in the Heavy Duty Truck, Construction And Agricultural, Industrial Fleet And Equipment Parts, Service And Accessories Contract, Maricopa County Contract No. 15021-C, which is attached hereto as Exhibit A. The Heavy Duty Truck, Construction And Agricultural, Industrial Fleet And Equipment Parts, Service And Accessories Contract permits its cooperative use by other governmental agencies including the City. The Heavy Duty Truck, Construction And Agricultural, Industrial Fleet And Equipment Parts, Service And Accessories Contract is hereinafter referred as the Cooperative Purchasing Agreement.
- B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference, and the covenants and promises contained in this Linking Agreement, the parties agree as follows:

1. Term of Agreement. The City is purchasing the supplies and/or services from Contractor pursuant to Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement award and rate sheet, which are attached hereto as part of Exhibit B, purchases can be made by governmental entities from the date of award, which was August 1, 2015,

until the date the contract expires on July 31, 2016, unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not extend the contract beyond July 31, 2020. The initial period of this Agreement therefore is the period from the Effective Date of this Agreement until July 31, 2016. The City, however, may renew the term of this Agreement for 4 one-year periods until the Cooperative Purchasing Agreement expires on July 31, 2020. Renewals are not automatic and shall only occur if the City gives the Contractor notice of its intent to renew. The City may give the Contractor notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such a one-year renewal.

2. Scope of Work; Terms, Conditions, and Specifications.

- A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as Exhibit C.
- B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporate into and are an enforceable part of this Agreement.

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as the Cooperative Purchasing Agreement, unless the City and Contractor agree to a different schedule, as provided in Exhibit D.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed forty-five thousand dollars (\$45,000).

4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

5. Non-discrimination. Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

6. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

7. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale
c/o Montana Slack
6210 W. Myrtle Avenue, Suite #111
Glendale, Arizona 85301
623-930-2621

and

Titan Machinery, Inc.
c/o Randy Waymire
1411 N. 27th Avenue
Phoenix, Arizona 85009

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth above.

“City”

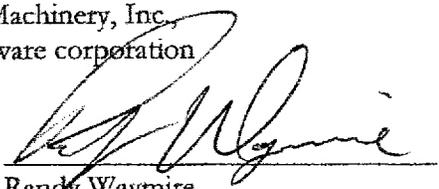
City of Glendale, an Arizona
municipal corporation

By: _____

Richard A. Bowers
Acting City Manager

“Contractor”

Titan Machinery, Inc.,
a Delaware corporation

By:  _____

Name: Randy Waymire
Title: Service Manager

ATTEST:

Pamela Hanna (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
TITAN MACHINERY, INC.**

EXHIBIT A

Heavy Duty Truck, Construction And Agricultural, Industrial Fleet And Equipment Parts, Service
And Accessories, Maricopa County Solicitation No. 15021-C

SERIAL 15021 C

**HEAVY DUTY TRUCK, CONSTRUCTION AND AGRICULTURAL,
INDUSTRIAL FLEET AND EQUIPMENT PARTS, SERVICE AND
ACCESSORIES**

DATE OF LAST REVISION: July 22, 2015

CONTRACT END DATE: July 31, 2016

CONTRACT PERIOD THROUGH JULY, 31, 2016

TO: All Departments

FROM: Office of Procurement Services

**SUBJECT: Contract for HEAVY DUTY TRUCK, CONSTRUCTION AND AGRICULTURAL,
INDUSTRIAL FLEET AND EQUIPMENT PARTS, SERVICE AND ACCESSORIES**

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 July 22, 2015. **(Effective August 1, 2015)**

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

NP/jl
Attach

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

(Please remove Serial 10018-C from your contract notebooks)

HEAVY DUTY TRUCK, CONSTRUCTION AND AGRICULTURAL / INDUSTRIAL FLEET AND EQUIPMENT PARTS, SERVICE & ACCESSORIES

1.0 INTENT:

This Invitation for Bid is intended to establish a contract for a full line of parts, accessories and service for Heavy Duty Trucks 1 ½ ton and higher, Construction / Agricultural / Industrial equipment. It is not intended for one (1) contractor to provide all requirements. The contract will be awarded in part, sections or groups where such action serves the County's best interest. All charges to the County shall be in accordance with the terms of the resultant pricing agreement. Purchases are authorized by purchase order or purchase credit card only.

Other governmental entities under agreement with the County may have access to services provided hereunder (see also Sections 3.35 and 3.36, 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 or to ensure adequate competition on any project or task order work.

2.0 SPECIFICATIONS:

2.1 TECHNICAL REQUIREMENTS:

2.1.1 AUTHORIZED SERVICE FACILITIES:

- 2.1.1.1 The contractors shall be certified as a respective manufacturer's authorized service facility for the type of vehicle size and equipment offered on attachment A of the pricing section.
- 2.1.1.2 The service facility shall be open Monday through Friday from 8:00 a.m. to 5:00 p.m.
- 2.1.1.3 The County's expectations are to establish parts and service for all manufactures in the County's rolling fleet.
- 2.1.1.4 No volume of business is a guarantee.

NOTE: IT IS IMPORTANT FOR THE BIDDERS TO INDICATE THE GROSS VEHICLE WEIGHT (GVW) THEIR SERVICE FACILITY ARE EQUIPPED TO SERVICE. THERE IS A SPACE ON ATTACHMENT "A" FOR YOU TO PROVIDE THIS INFORMATION.

FOR EXAMPLE: FACILITY ONLY EQUIPPED TO SERVICE \ TRUCKS 2 TON

2.1.2 MANUFACTURERS / PARTS:

This list is only to provide you with a few of our manufacturers and parts used in our rolling fleet.

MCI TRANSPORT BUS	KUBOTA / BOBCAT	INGERSOLL-RAND-FLEET PARTS (NO TOOLS
BLUE BIRD BUSES	JOHN DEERE GREEN	JOHN DEERE YELLOW
THOMAS BUSES	BEARCAT	CATERPILLAR
ROSCO ROLLERS	PB LOADER	BROCE BROOM/SWEEPERS
TENNANT SWEEPERS	JCB BACKHOE'S/LOADERS	RACK & PINION
CUMMINS DIESEL ENGINE	TITAN	BEAR/ELGIN BROOM
PULL TARP	ROLL-RITE	DYNA PAC ROLLERS
BINGHAM FORD	MASSEY FERGUSON	THERMO-KING
MAXON LIFTS	FREIGHTLINER	STERLING
SCORPION ATTENUATOR	3M MESSAGE BOARDS	SOLAR TECH MESSAGE BOARDS
ATV'S	VERMEER-WOOD	MORBARK BRUSH

POLARIS/HONDA/YAMAHA	CHIPPERS	CHIPPERS
MACK/VOLVO	INTERNATIONAL	TIGER CRANES
DUR-A-LIFTS	VERSA LIFTS	IMT CRANES
WARN WINCHES	RAMSEY WINCHES	WACKER
PTO	MB – PAINT STRIPPERS	DRIVELINE
RICON WHEELCHAIR LIFTS	BRAUN WHEELCHAIR LIFTS	MASSEY’S FUEL TANK INSPECTIONS
RV-NEWMAR	RV-CHAMPION	RV-THOMAS
CHASSIS/SUSPENSIONS	VICKER PUMPS	WELDING SUPPLIES
AUTOMOTIVE FLEET FASTNERS	WEATHERGUARD TOOL BOXES	DELTA TOOL BOXES
MASTERRACK	SKIP-LINE	FLEETGUARD
CARRIER A/C	FORD NEW HOLLAND	PETERBUILT
WIX’S FILTERS	BRAKE COMPONENTS	WINDSHIELD WIPERS
SMALL GENERATOR – ONAN/KOHLER	PRESSURE WASHERS	COATS -TIRE MACHINES
INGERSOLL-RAND-AIR COMPRESSORS	HYDRAULIC JACKS	DEF FLUID
CARGO VAN EQUIPMENT-SHELVING/PARTITIONS/LADDER RACKS/BINS	AIR/OIL/WATER/FITTINGS-HOSES REELS	ALTERNATORS/STARTERS

2.1.3 FABRICATION:

The County will have service request for fabrication such as cargo equipment, transport vans, facilities vans and other related fabrications required to outfit the County trade vehicles. If this is part of your business include the manufacturers you carry for Cargo equipment (i.e., shelving, ladder racks, bins, partitions, etc.).

2.2 TECHNICAL AND DESCRIPTIVE SALES LITERATURE:

The Contractor shall provide copies of its sales literature and brochures and copies of any manufacturer’s technical and/or descriptive literature regarding the material(s) the Contractor proposes to provide. Literature shall include sufficient, in-detail, to allow full and fair evaluation of the material(s) submitted, and must be included with the bid. Failure to include this information may result in the bid being rejected.

3.0 PURCHASING REQUIREMENTS:

3.1 LABOR RATES:

The contractor shall provide information:

- Labor rates;
- at contractor’s facility
- After hours / overtime
- Field service calls (if applicable)
- Field service calls afterhours/overtime
- Mileage 1st 50 free (if applicable) or
- Onetime flat rate fuel charge
- Business hours

3.1.1 The invoices shall be submitted within twenty-four (24) hours from date of service, by fax 602-506-1182 or email.

3.1.2 After hours/overtime service must be approved prior to providing the service.

3.1.3 Service truck(s) - fully equipped with parts, diagnostic / repair tools, etc. to complete the repairs at no cost to the County. Any unforeseen equipment is required to complete the

job include the type of equipment that may be required (i.e. rental equipment) on attachment A.

- 3.1.4 Duplicate charges - the County shall not be responsible for any rates / charges defined in section 2.1.4 for negligence on the contractors / service technician not prepared with all parts, tools, equipment, material and other related items required to complete the repair.
- 3.1.5 Equipment Services reserves the right to dispute charges on labor hours and repairs performed if deemed excessive / unreasonable. If any portion of the repair performed is determined to be excessive charges, the contractor shall credit the original invoice referencing the work order and the vehicle number.

3.2 DEFINITIONS:

- 3.2.1 Labor rate – the time it takes to complete the repair. The contractor shall utilize ½ hour increments when applicable.
- 3.2.2 Afterhours labor rate – services render after normal business hours.
- 3.2.3 Field service call rate (if applicable) - a onetime / one way charge in route / travel to the County site maximum one (1) hour. This rate shall be the same for all field service calls.
- 3.2.4 Mileage (if applicable) – to County job site, the 1st 50 miles are free or choose a onetime flat rate fuel charge.

3.3 EQUIPMENT SERVICE DEPARTMENT SERVICE CENTERS:

Equipment Services Department operates five (5) service centers. Our operating hours are Monday through Friday, excluding holidays; hours of operation are different per location.

- 3.3.1 Durango Main Service Center, 3325 W. Durango, Phoenix, 85009 (602-506-4678), 6:00 a.m. to 4:30 p.m.
- 3.3.2 Mesa Service Center, 155 E. Coury, Mesa, 85210 (602-506-4794), 6:00 a.m. to 2:30 p.m.
- 3.3.3 Dysart Service Center, 16821 N. Dysart Rd. Surprise, 85374 (623-583-1836), 7:00 a.m. to 3:30 p.m.
- 3.3.4 Downtown Service Center, 120 S. 4th Ave, Phoenix, 85003 (602-506-2909), 7:30 a.m. to 4:00 p.m.
- 3.3.5 Buckeye Service Center, 26449 W. HWY 85, Buckeye, 85326 (623-386-7461), 6:00 a.m. to 3:30 p.m.

3.4 WORK ORDER ASSIGNMENTS:

- 3.4.1 Equipment Service Department Shop Supervisors and Service Writers (SW) will coordinate and issue a work order with the vehicle number to the contractor as an authorization to perform service. *Do not perform any service without a work order.* The contractor shall contact the SW 602-506-4678 (voice message) or 602-506-2886 (direct contact) on all delays, pick-ups, deliveries, questions or additional repair approval.
- 3.4.2 The designated employee(s) will give the contractor(s) a preliminary diagnosis of the vehicle(s) repair.

3.5 RESPONSE TIME:

- 3.5.1 The response time to pick-up a vehicle under warranty shall be within the same business day, or unless a prior agreement has been made between the County and contractor.
- 3.5.2 The County will be responsible for transporting vehicle(s) not covered under warranty using the current County's Towing Service contract.
- 3.5.3 The contractor will be given an expected turn-around time by the Shop Supervisor and/or Service writer. If the turn-around time cannot be met, the contractor shall inform the Shop Supervisor or Service Writer at that time.
- 3.5.4 If the contractor has more than three (3) County vehicles at their facility, the County reserves the right to send the County vehicle(s) to another service facility from the contract, when applicable.
- 3.5.5 These items listed are not intended to terminate the contractor from future work order assignments only to eliminate downtime on vehicles.

3.6 STATUS REPORTS:

- 3.6.1 The contractor shall submit a daily status report with the work number and vehicle number, date received, with details on the completion date, via fax (602-506-1182) or email to the designated employee(s).
- 3.6.2 The report shall be submitted every day by 4:00 p.m.

3.7 PARTS PRICING:

- 3.7.1 All replacement parts shall be of Original Equipment Manufacturer (OEM). Exceptions are made when OEM parts are no longer available, the County must provide prior approval to replace parts with aftermarket parts.
- 3.7.2 Submit price list(s) by hard copy, website access or flash drive / CD. If a software license is required to view pricing, the contractor shall provide at no cost to the County.

3.8 DELIVERY OF PARTS:

Deliveries shall be made to all locations within 2 hours of placing orders. Exceptions are made when the site is more than 2 hours in distance (travel time) from contractor(s) facility.

- 3.8.1 It is not the responsibility of the County to pay freight on normal stock items.
- 3.8.2 All priority deliveries (i.e., overnight, air freight, UPS direct, etc.) shall be authorized by a Shop Supervisor / Lead and that person's name shall be on the invoice in order to authorize special delivery payment.
- 3.8.3 Contractor(s) shall contact the designated service center on all delivery delays.
- 3.8.4 Contractor(s) shall provide the best times to place stock orders to receive same day or within Twenty-Four (24) hours.
- 3.8.5 Contractor(s) are to indicate if they have the capability to deliver to all locations on a daily bases and provide "hot shots runs" or "just in time parts".
- 3.8.6 When part(s) are delivered on a pallet, the contractor is required to pick up and dispose of the pallet(s). The pallets must be labeled or stamped with the contractor's name for identification purposes.

3.9 EXPEDITED DELIVERY:

- 3.9.1 If the Using Agency determines that expedited delivery or other alternate shipping is required, it shall notify the Contractor. The Contractor shall determine any additional costs associated with such delivery terms and communicate that cost to the Using Agency.
- 3.9.2 The Using Agency shall not advise the Contractor to proceed with an expedited shipment until acceptable terms are agreed upon and a purchase order is issued. Upon agreeing to the additional costs, the Using Agency shall advise the Contractor to proceed.
- 3.9.3 Upon receipt of material(s) and invoicing, the Using Agency shall ensure that any additional charges are in compliance with and do not exceed agreed to costs. The Using Agency shall retain all documents related to these costs within the agency purchase file.

3.10 ACTIVE DISTRIBUTORS:

The Contractor shall be an active distributor of all manufacturers offered on Attachment A, Pricing at the time of bid submission. The manufacturers shall have your company on file as an authorized distributor for the products listed. Maricopa County reserves the right to contact the manufacturer's to verify authorization to ensure compliance with the terms and conditions of this solicitation.

3.11 WARRANTY:

- 3.11.1 The minimum warranty shall be 90 days or manufacturer warranty whichever is greater.
- 3.11.2 Warranty replacement shall be at no additional charge to the County. A "NO CHARGE" invoice shall accompany all warranty repairs detailing failure, diagnosed cause and parts

replaced. Contractor(s) shall respond to all warranty requests within twenty-four (24) hours of notification.

- 3.11.3 The effective date on all warranties shall begin at the time of complete installation and acceptance by the County.
- 3.11.4 The Contractor shall indicate on the Price Sheet the duration of the warranty and any applicable limitations or conditions which may apply.

3.12 RETURN POLICY:

The bidders shall state their return policy and reference the "inventory adjustment" (see section 2.13).

- 3.12.1 When a restocking charge is applied, the invoice shall reflect the original purchase price of each part returned and the restocking charge shall be on a separate line.
- 3.12.2 Damaged, broken or unsealed packages shall not be accepted.
- 3.12.3 All credit memos shall reference original invoice or return slip number. The contractor shall provide, with company name, a return / credit slip booklet at no cost to the County.

3.13 STOCK LIFT:

- 3.13.1 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.

3.14 INVENTORY ADJUSTMENTS:

- 3.14.1 The contractor(s) shall accept the return of all parts considered non-moving or seasonal parts pulled during a six (6) month inventory adjustment at no cost or penalty.

3.15 SAFETY STANDARDS:

- 3.15.1 All work performed shall meet current Arizona State and Code Federal Regulations under Title 49 mandates, no exceptions.

3.16 SETTING UP COUNTY ACCOUNT:

It shall be the responsibility of all contractors to communicate with their parts department, service area, accounts receivable and other areas involved in compliance with this pricing agreement.

3.17 ADDITIONAL CHARGES & FEES:

Maricopa County is not responsible for miscellaneous charges or fees (i.e., shop supplies, environmental fees, hazardous waste) other than those listed in the pricing section of this contract.

3.18 SHIPPING DOCUMENTS:

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

- 3.18.1 Contract Serial number.
- 3.18.2 Contractor's name and address.
- 3.18.3 Using Agency name and address.
- 3.18.4 Using Agency purchase order number.
- 3.18.5 A description of product(s) shipped, including item number(s), quantity (ies), number of containers and package number(s), as applicable.

3.19 SHIPPING TERMS:

Bid price(s) and terms shall be F.O.B. Destination at:
Maricopa County Equipment Services
3325 West Durango St.
Phoenix, Arizona 85009

3.20 OPERATING MANUALS:

Upon delivery, Contractor shall provide comprehensive operational manuals, service manuals and schematic diagrams, if required by the Using Agency.

3.21 INSTALLATION:

The Contractor's price shall include delivery and installation of all equipment in a complete operating condition.

3.22 SAMPLES:

The Contractor may be requested to furnish samples of material(s) bid for examination by the County. Any materials so requested shall be furnished within TEN (10) working days from the date of request and furnished at no cost to the County and sent to the address designated in the requesting correspondence.

3.23 TESTING:

Unless otherwise specified, materials purchased will be inspected by the Using Agency to ensure the materials meet the quality and quantity requirements of the Specifications. When deemed necessary by the County, samples of the materials may be taken at random from stock received for submission to a commercial laboratory or other appropriate agency for analysis and tests as to whether the materials conform in all respects to the Specifications. In cases where commercial laboratory reports determine that the materials do not meet the Specifications, the expense of such analysis shall be borne by the Contractor.

3.24 ACCEPTANCE:

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

3.25 STOCK:

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

3.26 MAINTENANCE:

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

3.27 BRAND NAME:

The County reserves the right to request samples to determine quality and acceptability of materials bid by Contractor. In some cases, brand names have been listed in order to define the desired quality and are not intended to be restrictive or to limit competition. Materials substantially equivalent to those designated shall qualify for consideration.

3.28 ORDER CUTOFF INFORMATION:

Contractors submitting bids shall advise the County of all known order cutoff dates for the equipment / product(s) specified in this solicitation at the time of bid submission. Notification of any subsequent cutoff date(s) (learned after submission of bid) shall also be the Contractor's

responsibility. The Contractor shall advise the County of subsequent cutoff dates by notifying the Procurement Officer, in writing, of the new information.

3.29 USAGE REPORT:

The Contractor shall furnish the County a usage report upon request 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.

3.30 Background Check:

Bidders/proposers need to aware that there may be multiple background checks (Sheriff's Office, County Attorney's Office, Courts as well as Maricopa County general government) to determine if the respondent is acceptable to do business with the County. This applies to (but is not limited to) the company, sub-contractors and employees and the failure to pass these checks shall deem the respondent non-responsible.

3.31 INVOICES AND PAYMENTS:

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

Service Invoice

- Company name, address and contact
- County bill-to department and contact information
- Contract Serial Number
- County purchase order number (if not paid by credit card)
- County work order and vehicle number
- Invoice number and date
- Payment terms
- Date of service
- Description-complaint, cause, cure
- Description of Purchase (parts used: list numbers/quantities/description)
- Pricing per unit of purchase (list cost minus discount price)
- Hourly rate with hours
- Warranty
- Freight (with prior approval)
- Extended price
- Mileage w/rate (if applicable)
- Arrival and completion time
- Sales tax and tax rate (on parts only)
- Total Amount Due

• Packing list or Parts Invoice

- Note: packing slips must have pricing listed.
- Contract Serial Number
- County purchase order number (if not paid by credit card)
- County work order and vehicle number
- Part number/quantities/descriptions
- Unit cost: list cost minus discount
- Freight (with prior approval)
- Sales tax and tax rate
- Total cost

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

3.31.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (<http://www.maricopa.gov/Finance/Vendors.aspx>).

3.31.4 Discounts offered in the contract shall be calculated based on the date a properly completed invoice is received by the County (ROI).

3.31.5 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.

3.32 APPLICABLE TAXES:.

3.32.1 **Payment of Taxes:** The Contractor shall pay all applicable taxes. With respect to any installation labor on items that are not attached to real property performed by Contractor under the terms of this Contract, the installation labor cost and the gross receipts for materials provided shall be listed separately on the Contractor's invoices.

3.32.2 **State and Local Transaction Privilege Taxes:** Maricopa County is subject to all applicable state and local transaction privilege taxes. To the extent any state and local transaction privilege taxes apply to sales made under the terms of this contract it is the responsibility of the seller to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.

3.32.3 **Tax Indemnification:** Contractor and all subcontractors shall pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold Maricopa County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

3.33 TAX:

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

3.34 POST AWARD MEETING:

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

3.35 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.

3.36 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.

3.37 VOLUNTARY EMPLOYEE DISCOUNTS

3.37.1 Vendors may voluntarily offer discounts to County employees for products or services provided under this contract. Whether a vendor offers or does not offer an employee discount is not a factor in nor considered in the evaluation of responses to this solicitation.

3.37.2 Any discount offered is part of a commercial transaction between the vendor and individual County employees and the County is not a party to the transaction. Any disputes or issues arising from an individual commercial transaction between the vendor and an individual County employee is a matter between the vendor and the employee. If a discount is offered, the terms will be announced to County employees.

4.0 CONTRACTUAL TERMS & CONDITIONS:

4.1 CONTRACT TERM:

This Invitation for Bid is for awarding a firm, fixed-price purchasing contract to cover a term of one (1) year

4.2 OPTION TO RENEW:

The County may, at its option and with the concurrence of the Contractor, renew the term of this Contract up to a maximum of four (4) 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..

4.3 PRICE ADJUSTMENTS:

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

4.4 INDEMNIFICATION:

To the fullest extent permitted by law, and to the extent that claims, damages, losses or expenses are not covered and paid by insurance purchased by the Contractor, the Contractor shall defend indemnify and hold harmless the County (as Owner), its agents, representatives, agents, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses (including, but not limited to attorneys' fees, court costs, expert witness fees, and the costs and attorneys' fees for appellate proceedings) arising out of, or alleged to have resulted from the negligent acts, errors, omissions, or mistakes relating to the performance of this Contract.

Contractor's duty to defend, indemnify, and hold harmless the County, its agents, representatives, agents, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss, or expense that is attributable to bodily injury, sickness, disease, death or injury to, impairment of, or destruction of tangible property, including loss of use resulting there from, caused by negligent acts, errors, omissions, or mistakes in the performance of this Contract, but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, any

one directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

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

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

4.5 INSURANCE.

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

4.5.2 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.

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

4.5.4 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.

4.5.5 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.

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

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

4.5.8 **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, \$4,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provisions which would serve to limit third party action over claims. There shall be no endorsement or modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

4.5.9 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 Lessee's owned, hired, and non-owned vehicles assigned to or used in performance of the Lessee's work or services or use or maintenance of the Premises under this Lease.

4.5.10 Workers' Compensation.

Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Lessee's employees engaged in the performance of the work or services under this Lease; 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.

Lessee, its contractors and its subcontractors waive all rights against Lessor 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 Lessee, its contractors and its subcontractors pursuant to this Lease.

4.5.11 Certificates of Insurance.

4.5.11.1 Prior to Contract **AWARD**, 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.

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

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

4.6 ORDERING AUTHORITY.

4.6.1 Any request for purchase of product(s) shall be accompanied by a valid purchase order, issued by Office of Procurement Services, a Purchase Order issued by the using Department or direction by a Certified Agency Procurement Aid (CAPA) with a Purchase Card for payment.

4.7 REQUIREMENTS CONTRACT:

4.7.1 Contractors signify their understanding and agreement by signing a bid submittal, that the Contract resulting from the bid is 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.

4.7.2 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 for actual and documentable costs incurred by the Contractor in response to 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.

4.7.3 Contractors agree to accept verbal notification of cancellation of Purchase Orders 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.

4.8 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

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

4.9 TERMINATION FOR DEFAULT:

The County may, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

4.9.1 Deliver the supplies or to perform the services within the time specified in this contract or any extension;

4.9.2 Make progress, so as to endanger performance of this contract; or

4.9.3 Perform any of the other provisions of this contract.

4.9.4 The County's right to terminate this contract under these subparagraph may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the County) after receipt of the notice from the Procurement Officer specifying the failure.

4.10 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.

4.11 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.

4.12 ADDITIONS/DELETIONS OF SERVICE:

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

4.13 SUBCONTRACTING:

4.13.1 The Contractor may not assign to another Contractor 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.

4.13.2 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.

4.14 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.

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

4.15.1 In accordance with section MCI 371 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

4.15.2 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.

4.15.3 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 invoices, request for credit, request for a check or deduction from current billings 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.

4.16 VALIDITY:

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

4.17 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.

4.18 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, co-employee, partnership, principal and agent, or joint venture between the County and the Contractor.

4.19 NON-DISCRIMINATION:

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website

<http://azmemory.azlibrary.gov/cdm/singleitem/collection/execorders/id/680/rec/1> which is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, CONTRACTOR shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

4.20 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

4.20.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor

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

4.20.1.2 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;

4.20.1.3 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

4.20.1.4 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.

4.20.2 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.

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

4.21.1 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.

4.21.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 4.21 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.

4.22 CONTRACTOR LICENSE REQUIREMENT:

- 4.22.1 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.
- 4.22.2 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.

4.23 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:

- 4.23.1 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,
- 4.23.2 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.

4.24 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 in its offer 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 and the Arizona Public Records Law.

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
TITAN MACHINERY, INC.**

EXHIBIT B
Award and Rate Sheet

TITAN MACHINERY, 1411 N 27th Avenue, Phoenix, Arizona 85009

COMPANY NAME: Titan Machinery Inc
 DOING BUSINESS AS (DBA) NAME: _____
 MAILING ADDRESS: 1411 N 27th Avenue, Phoenix, Arizona 85009
 REMIT TO ADDRESS: Same
 TELEPHONE NUMBER: 602-269-3221
 FACSIMILE NUMBER: 602-233-9371
 WEB SITE: www.titanmachinery.com
 REPRESENTATIVE NAME: Dennis Faust
 REPRESENTATIVE TELEPHONE NUMBER: 602-550-5796
 REPRESENTATIVE E-MAIL: dennis.faust@titanmachinery.com

	YES	NO	REBATE
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

Manufacturer	CURRENT PRICE LIST AT DATE OF ISSUE	PRICE COLUMN TO BE USED	DISCOUNT (% OFF)
CASE	6/23/2015		0%

Labor Rates	Unit Price
Labor Rate Contractor Facility	\$110.00
Labor Rate County Facility	\$120.00
Labor Rate for after hours/overtime (if different)	\$130.00
Labor Rate for Field Service	\$120.00
Labor Rate for Field Service Overtime	\$140.00
1.3 Mileage - 1st 50 miles free or a onetime flat fuel charge:	per mile flat fuel charge
1.4 Business Hours	
1.5 Return Policy	
1.5.1 Time limitations	
1.5.2 Restocking charge (if any)	
1.6 Additional Services Offered:	
1.7 Warranty (define)	
1.8 Additional Participating Locations:	

NIGP CODE: 06066
 Terms: NET 30 DAYS
 Vendor Number: 2011002970 0
 Certificates of Insurance: Required
 Contract Period: To cover the period ending July 31, 2016.

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
TITAN MACHINERY, INC.**

EXHIBIT C
Scope of Work

PROJECT

To purchase Parts, Service and Accessories to repair heavy duty trucks and equipment on an as needed basis.

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
TITAN MACHINERY, INC.**

EXHIBIT D

METHOD AND AMOUNT OF COMPENSATION

Method of payment is provided in Paragraph 3 of the Agreement. The amount of compensation, including any applicable hourly rates, is provided in the rate sheet and award pursuant to Maricopa County Solicitation No. 15021-C.

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed \$225,000.

DETAILED PROJECT COMPENSATION

Purchase of Parts, Service and Accessories to repair heavy duty trucks and equipment on an as needed basis.



Legislation Description

File #: 15-557, **Version:** 1

AUTHORIZATION TO ENTER INTO AMENDMENT NO. 1 TO THE AGREEMENT WITH DIAMOND RIDGE DEVELOPMENT CORPORATION FOR GENERAL MAINTENANCE AND REPAIR SERVICES

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for City Council to authorize the Acting City Manager to enter into Amendment No. 1 to the Agreement with Diamond Ridge Development Corporation for a three-year period to provide general maintenance and repair services for the Public Works Department in an amount not to exceed \$45,000 annually or \$180,000 for the entire term of the contact.

Background

Maricopa County, as a partner agency in the Strategic Alliance for Volume Expenditures, previously awarded Contract No. 11149 S to Diamond Ridge Development Corporation on February 2, 2012 with an expiration date of February 28, 2015. Maricopa County subsequently renewed the contract until February 28, 2018

This agreement is for the general maintenance and repair of City facilities, not routine in nature. This agreement will allow for emergency repairs, and/or repairs that may not be able to be performed during normal business hours. This agreement will also allow for minor tenant improvements to be completed. The original agreement, C-9135, was awarded administratively on July 30, 2014, in an amount not to exceed \$45,000.

Analysis

Facilities Management staff oversees 3.5 million square feet of city facilities dispersed over 55 square miles throughout the city. Reduction in Facilities Management staff over the last seven years has resulted in limited resources to ensure building maintenance and emergency repairs, and more reliance on contractors. This agreement will allow Facilities Management staff to continue to provide customer service to its tenants in City facilities, without interruption of service, specifically in emergency situations. The Public Works Department will be the primary user for this agreement. The term of this contract is for a three-year period from March 1, 2015 to February 28, 2018.

Cooperative purchasing allows counties, municipalities, schools, colleges and universities in Arizona to use a contract that was competitively procured by another governmental entity or purchasing cooperative. Such purchasing helps reduce the cost of procurement, allows access to a multitude of competitively bid contracts, and provides the opportunity to take advantage of volume pricing. The Glendale City Code authorizes cooperative purchases when the solicitation process utilized complies with the intent of Glendale's procurement processes. This cooperative purchase is compliant with Chapter 2, Article V, Division 2, Section 2

-149 of the Glendale City Code, per review by Materials Management.

Community Benefit/Public Involvement

By ensuring facility maintenance and repair issues are performed in a timely manner, the life of city facilities are extended and further damage, decay and/or repairs are minimized.

Cooperative purchasing produces the lowest possible volume prices and allows for the most effective use of available funding. The bids are publicly advertised and all Arizona firms have an opportunity to participate.

Budget and Financial Impacts

Funding is available in the Fiscal Year 2015-16 in the Public Works Operating and Maintenance budget. Expenditures with Diamond Ridge Development Corporation are not to exceed \$45,000 annually; and over the life of the agreement, total expenditures are not to exceed \$180,000.

Cost	Fund-Department-Account
\$45,000	1000-13450-518200, Facilities Management

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

AMENDMENT NO. 1

AGREEMENT FOR GENERAL MAINTENANCE AND REPAIR SERVICES
(Maricopa County Contract No. 11149-S, City of Glendale Contract No. C-9135)

This Amendment No. 1 (“Amendment”) to the Agreement for General Maintenance and Repair Services (“Agreement”) is entered into as of _____ day of _____, 2015, made to be effective as of March 1, 2015 (“Effective Date”), by and between the City of Glendale, an Arizona municipal corporation (“City”) and Diamond Ridge Development Corporation, an Arizona corporation (“Contractor”).

RECITALS

- A. City and Contractor previously entered into an Agreement for General Maintenance and Repair Services, Contract No. C-9135, dated July 30, 2014 (“Agreement”) pursuant to the Maricopa County Contract No. 11149-S; and
- B. The original Maricopa County Contract, as amended, expires on February 28, 2018; and
- C. City and Contractor wish to modify and amend the Agreement subject to and strictly in accordance with the terms of this Amendment.

AGREEMENT

In consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Contractor hereby agree as follows:

- 1. **Recitals.** The recitals set forth above are not merely recitals, but form an integral part of this Amendment.
- 2. **Term.** The term of the Agreement is extended for a three-year period from March 1, 2015 through February 28, 2018, unless otherwise terminated or canceled as provided by the Agreement. All other provisions of the Agreement except as set forth in this Amendment shall remain in their entirety.
- 3. **Scope of Work.** The Scope of Work is unchanged.
- 4. **Compensation.** The compensation of the Agreement is unchanged and shall not exceed \$45,000 annually or \$180,000 for the entire term of the contract.

5. **Insurance Certificate.** The existing insurance certificate has expired and a new certificate applying to the extended term is required and must be received by the Contract Specialist prior to the execution of this Amendment.
6. **Ratification of Agreement.** City and Contractor hereby agree that except as expressly provided herein, the provisions of the Agreement shall be, and remain in full force and effect and that if any provision of this Amendment conflicts with the Agreement, then the provisions of this Amendment shall prevail.

CITY OF GLENDALE, an Arizona
municipal corporation

Richard A. Bowers, Acting City Manager

ATTEST:

Pamela Hanna, City Clerk (SEAL)

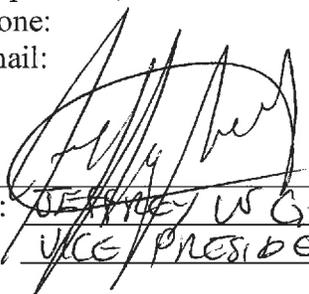
APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

Diamond Ridge Development
Corporation, an Arizona corporation

Phone:

Email:

By: 

By: JEFFREY W GREEN

Its: VICE PRESIDENT

SERIAL 11149 S GENERAL MAINTENANCE AND REPAIR (HANDYMAN SERVICES)

DATE OF LAST REVISION: February 26, 2015 CONTRACT END DATE: February 28, 2018

CONTRACT PERIOD THROUGH FEBRUARY 28, ~~2015~~ 2018

TO: All Departments
FROM: Office of Procurement Services
SUBJECT: Contract for **GENERAL MAINTENANCE AND REPAIR (HANDYMAN SERVICES)**

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 **February 02, 2012**.

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

DW/at
Attach

Copy to: Office of Procurement Services
 Don Jeffery, Facilities Management
 Christian Jonson, Facilities Management
 Valerie Chavez, MCDOT
 Dawn Silvernale, Parks



Legislation Description

File #: 15-568, Version: 1

ANNEXATION (AN) APPLICATION AN-198 FRYE (PUBLIC HEARING REQUIRED)

Staff Contact: Jon M. Froke, AICP, Planning Director

Purpose and Recommended Action

This is a request for City Council to conduct a public hearing on the blank annexation petition for Annexation Area No. 198 (AN-198) as required by Arizona State Statute 9-471. The annexation is approximately 55 acres in size, and is located on the east side of State Route 303 one-quarter mile south of Glendale Avenue.

Background

This annexation request involves 55 acres owned by a single property owner. The property is presently farmed. The property will be developed as an industrial park in the future.

The area is designated Luke Compatible Land Use (LCLU) on the General Plan. The zoning district which implements the Luke Compatible Land Use designation is M-1 (Light Industrial). The property is zoned RU-43 (Rural Residential) in Maricopa County. After annexation, the city applies the most compatible Glendale zoning district to a newly annexed property. The most compatible Glendale zoning district is A-1 (Agricultural). This process will occur simultaneously with the annexation.

Simultaneous with this annexation request, staff is processing a rezoning request which will rezone the property to M-1 (Light Industrial). This rezoning request will be brought forward to Council after the annexation is completed.

The proposed annexation is within the noise contours of Luke Air Force Base. Future development will comply with all state statutes and city zoning ordinance provisions for development in the vicinity of a military airport. The property is not located within a floodplain or floodway. As part of the development of the property, all drainage and storm water retention requirements of the city will be met.

Analysis

Staff recommends that this area be annexed to allow future growth and employment opportunities for Glendale. This request will implement Council direction to consider annexation requests anywhere within the Municipal Planning Area (MPA).

The Arizona League of Cities and Towns defines annexation as the process by which a city or town may assume jurisdiction over unincorporated territory adjacent to its boundaries.

As required by state statute, the blank petition was filed with the Maricopa County Recorder on August 14,

2015. State statute requires that the City Council public hearing on the blank petition be held within the last 10 days of the 30 day waiting period after the blank petition is filed, thus the public hearing must occur during this 10 day window.

Per past Council direction, Glendale will not provide water and sewer service west of 115th Avenue. Viable private companies will provide water and sewer services for any annexed area located beyond the city's existing service area including this property. The property is presently within the water service area of Adaman Mutual Water Service Company.

The property is not within the certificated area of any sewer provider, and the property owners are members of the Loop 303 Property Owners Group, working on a sewer solution with EPCOR, a private sewer provider, to establish a certificated sewer service area with a dedicated sewer service provider, so that sewer service can be established at the time of development.

Following the public hearing on the blank annexation, the next step in the City's approval process is that staff would bring an ordinance before the City Council for consideration. If the ordinance is approved, staff would bring forward a rezoning request for City Council's consideration.

Previous Related Council Action

On November 24, 2014 City Council approved the updated and amended Annexation Policy.

On November 24, 2014 City Council approved AN-173 (Ordinance) Sabre Business Park, which annexed into the City property directly to the south of this annexation request along the Loop 303.

At the August 5, 2014 City Council Workshop staff provided an update on the Annexation Policy.

At the January 24, 2014 City Council Workshop staff provided an update on the Annexation Policy and the PADA. Council noted that staff should continue as they have been and look at annexations as they come in.

On September 24, 2013 Council approved the assignment of the agreements, including the Wastewater Agreement from Global Water Resources to EPCOR Water, one of the existing private water and sewer providers within the MPA. This action allows EPCOR to be the water and sewer provider for much of this area.

On October 23, 2012, Council adopted Resolution 4624 which authorized the City of Glendale to enter into a Pre-Annexation Development Agreement (PADA) and an agreement for Future Wastewater and Recycled Services Agreement (Wastewater Agreement). The PADA was between the city and participating landowners within the Loop 303 Corridor Group, while the Wastewater Agreement was between the city and Global Water Resources.

On October 2, 2012, staff made a formal presentation to the Council concerning the Loop 303 Corridor.

Council approved a memorandum of understanding on March 9, 2010 that would permit Global Water Resources, a private sewer company, to provide sewer services in the Loop 303 Corridor.

At Council Workshop on June 3, 2008, there was discussion on the MPA. Council provided direction that provision of water and sewer services to the geographic area located west of 115th Avenue would be paid for by property owners in this area with no impact on existing Glendale water and sewer customers elsewhere in the city. This position was reaffirmed at Council Workshop on August 21, 2012.

Community Benefit/Public Involvement

Glendale 2025, the City's General Plan, includes specific goals addressing the need for growth management. Annexation is a tool that can be used by the city to direct and manage growth. The Loop 303 Corridor is an opportunity to develop an employment base in this portion of Glendale. Annexation will bring a large area for future industrial development into the corporate limits of the city, rather than having new development under Maricopa County jurisdiction. Job creation, employment opportunities, and private sector investment will be realized in the short and long term in this area as it develops for commercial and industrial uses.

Annexation requires any future development meet the Glendale General Plan requirements as well as all other development standards for the city, rather than Maricopa County. These improvements may include road improvements as required by the Transportation Department.

Annexation will implement Council direction to annex land located within the Loop 303 Corridor. The annexation would ensure city review of all development for compatibility with the mission of Luke Air Force Base.

Once annexed, the city is required to provide services. On undeveloped sites, the city has the opportunity to work with the applicant at the time of zoning to best plan for the provision of city services.

When recorded, mail to:
City Clerk, City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

ANNEXATION PETITION
OF
THE CITY OF GLENDALE

A Portion of Section 12 of Township 2 North, Range 2 West of the
Gila and Salt River Base and Meridian,
Maricopa County, Arizona,

6500 North Sarival Avenue Annexation

Blank Petition Recorded on: August 14, 2015

TO THE HONORABLE MAYOR AND COUNCIL OF THE CITY OF
GLENDALE, ARIZONA:

We, the undersigned, the owners of one-half or more in value of the real and personal property and more than one-half of the persons owning real and personal property that would be subject to taxation by the City of Glendale in the event of annexation within the territory proposed to be annexed, which is hereafter described, said territory being contiguous to the corporate limits of the City of Glendale, with the exterior boundaries of the territory proposed to be annexed shown on the legal description attached hereto marked Exhibit "A" and made a part of, and map attached hereto, marked Exhibit "B" and made a part hereof, request the City of Glendale to annex the following described territory, provided that the requirements of Arizona Revised Statutes Section 9-471, and amendments thereto are fully observed.

DATE	SIGNATURE OF OWNER	LOT, BLOCK, SUBDIVISION OR ADDRESS

Exhibit "A"

A portion of the Northeast quarter of Section 12, Township 2 North, Range 2 West of the Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

Beginning at the East quarter corner of said Section 12;

Thence South 89 degrees 58 minutes 44 seconds West, along the South line of said Northeast quarter, a distance of 2635.59 feet to the center of Section 12;

Thence North 00 degrees 09 minutes 20 seconds West, along the West line of said Northeast quarter, a distance of 1302.84 feet to the North line of the South half of the said Northeast quarter;

Thence North 89 degrees 59 minutes 01 seconds East along said North line, a distance of 1977.05 feet;

Thence South 00 degrees 00 minutes 24 seconds West, a distance of 1152.68 feet;

Thence North 89 degrees 58 minutes 44 seconds East, a distance of 662.01 feet to the East line of said Northeast quarter;

Thence South 00 degrees 04 minutes 40 seconds East, along said East line, a distance of 150.00 feet to the Point of Beginning;

Except that portion lying west of the following line:

Commencing at an aluminum cap stamped "LS 21080" marking the Center quarter corner of said Section 12, being North 89 degrees 44 minutes 53 seconds West 2635.75 feet from a 2003 Maricopa County aluminum cap in hand hole stamped "LS 29891" marking the East quarter corner of Section 12;

Thence along the East – West mid-section line of said Section 12 South 89 degrees 44 minutes 53 seconds East 326.89 feet to the Point of Beginning;

Thence North 00 degrees 58 minutes 09 seconds East 111.12 feet;

Thence North 89 degrees 01 minutes 51 seconds West 150.00 feet;

Thence North 00 degrees 58 minutes 09 seconds East 363.86 feet;

Thence North 03 degrees 57 minutes 26 seconds East 1732.57 feet;

Thence North 00 degrees 43 minutes 22 seconds East 148.30 feet;

Thence North 88 degrees 30 minutes 05 seconds East 153.73 feet;

Thence North 11 degrees 08 minutes 32 seconds East 153.73 feet;

Thence North 88 degrees 30 minutes 05 seconds East 106.44 feet to the Point of Ending;

Thence North 00 degrees 15 minutes 46 seconds East 92.74 feet to the North line of said Section 12, being South 89 degrees 44 minutes 14 seconds East 591.26 feet from a 2003 Maricopa County aluminum cap stamped "LS29891" marking the North quarter corner of said Section 12.

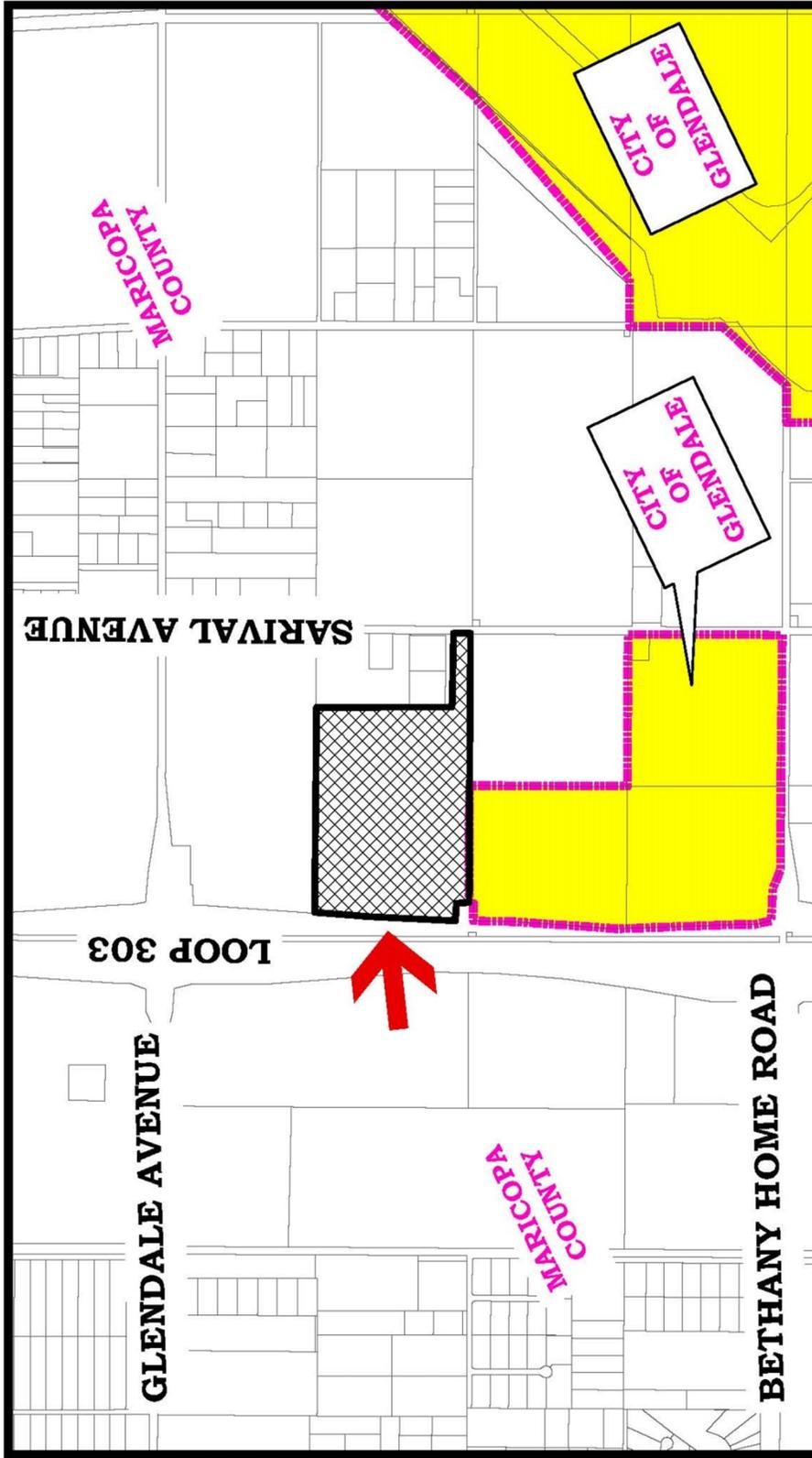


EXHIBIT "B"

CASE NO. AN-198

PROPOSED ANNEXATION OF APPROXIMATELY 55 ACRES AT
6500 N. SARIVAL AVENUE.



-  Glendale City Boundaries
-  City of Glendale
-  Proposed Annexation





CITY OF GLENDALE

ANNEXATION AREA NO.198
[AN-198]

CERTIFICATION OF MAP

I, _____, Mayor of the City of Glendale, Arizona, do hereby certify that the foregoing map is a true and correct map of the territory annexed under and by virtue of the petition of the real and personal property owners in the said territory and by Ordinance No. _____, annexing the territory described in Ordinance No. _____ and as shown on said map as a part of the territory to be included within the corporate limits of the City of Glendale, Arizona.

Mayor

ATTEST:

City Clerk

AFFIDAVIT

STATE OF ARIZONA)
) SS.
County of Maricopa)

ANNEXATION AREA NO. 198

THOMAS RITZ, being first duly sworn, upon oath deposes and says:

1. I am a Senior Planner for the City of Glendale, Arizona. I am preparing this affidavit based on information in the files of the City.

2. No part of the area shown on the attached map and described in the attached annexation petition and legal description, as proposed to be annexed into the City of Glendale, to the best of the City of Glendale's information, knowledge and belief, is already subject to an earlier filing for annexation by any other municipality.

3. This affidavit has been prepared to comply with the requirements of A.R.S. 9-471(A) (6).

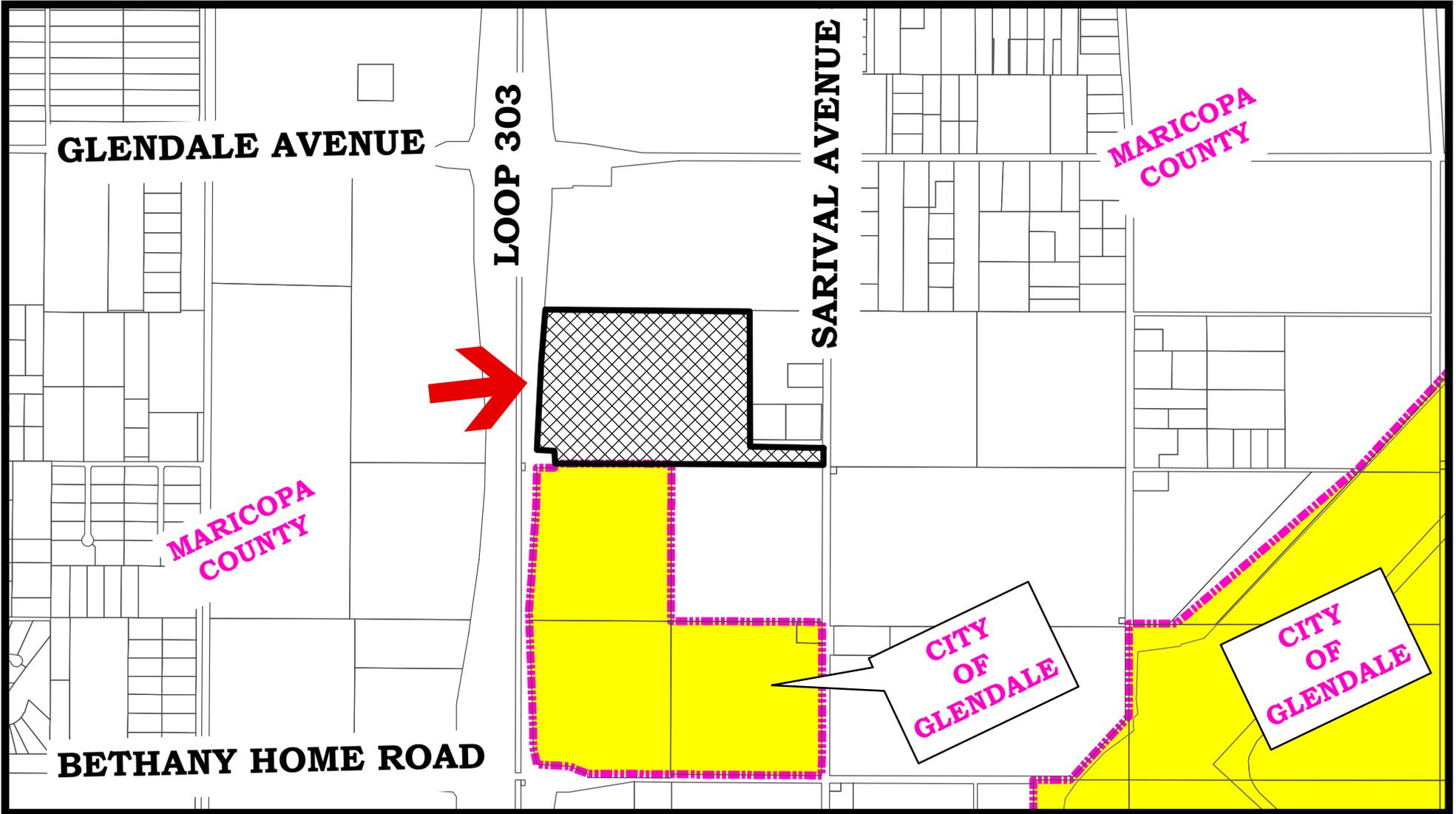
FURTHER YOUR AFFIANT SAYETH NOT

THOMAS RITZ

SUBSCRIBED AND SWORN to before me this _____ day of _____, 201____.

Notary Public

My Commission Expires:



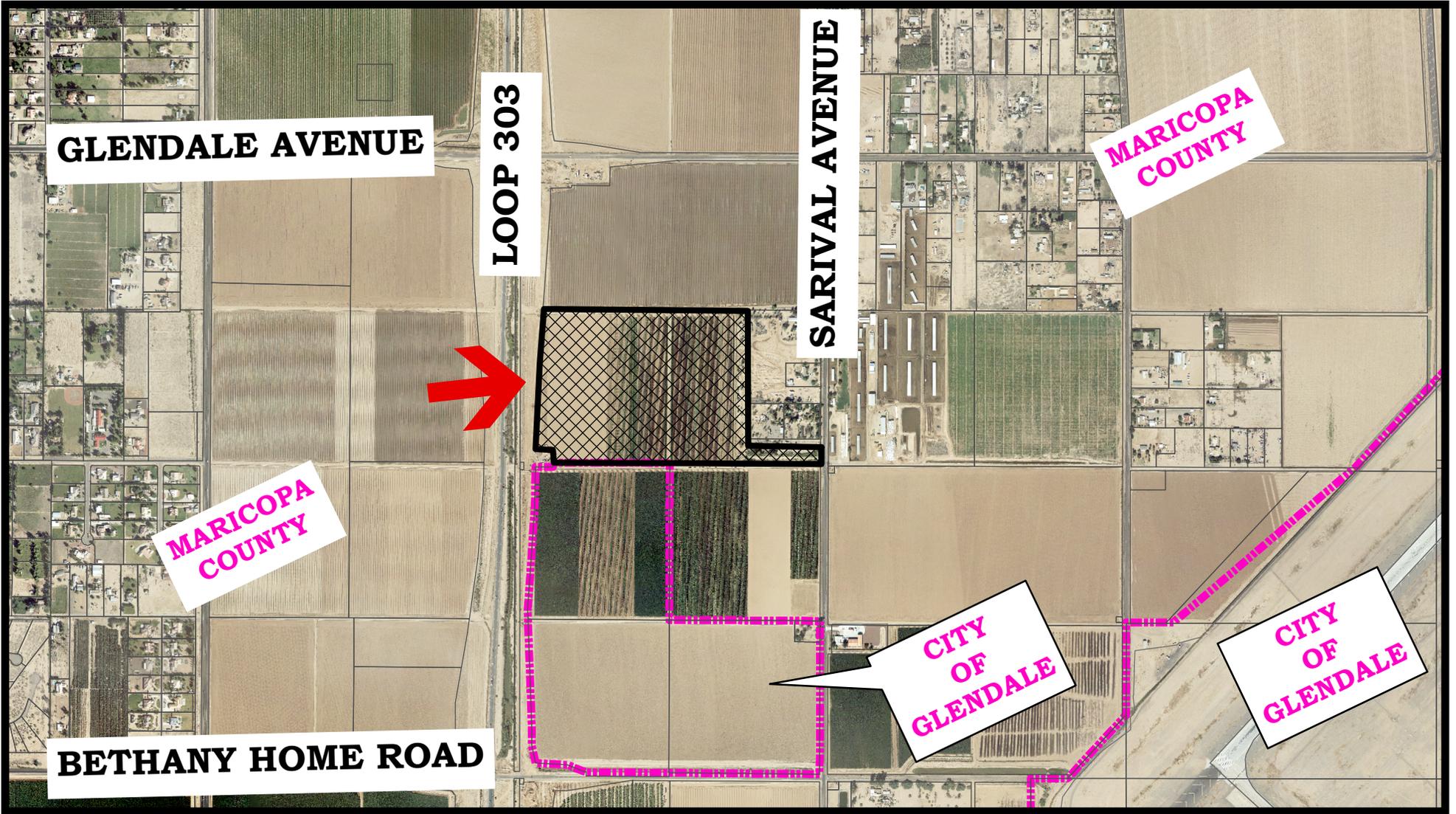
CASE NO. AN-198

**PROPOSED ANNEXATION OF APPROXIMATELY 55 ACRES AT
6500 N. SARIVAL AVENUE.**



-  Glendale City Boundaries
-  City of Glendale
-  Proposed Annexation





CASE NO. AN-198

**PROPOSED ANNEXATION OF APPROXIMATELY 55 ACRES AT
6500 N. SARIVAL AVENUE.**

- - - - - Glendale City Boundaries
- X X X X Proposed Annexation





Legislation Description

File #: 15-581, Version: 1

AUTHORIZATION TO ENTER INTO A REPRESENTATION AGREEMENT WITH BEACON SPORTS CAPITAL PARTNERS, LLC, AND APPROVE THE EXPENDITURE OF FUNDS

Staff Contact: Richard A. Bowers, Acting City Manager

Purpose and Recommended Action

This is a request for City Council to authorize the Acting City Manager to enter an agreement with Beacon Sports Capital Partners, LLC (Beacon) to provide representation for Glendale in an Arena management Request for Proposal (RFP) process which includes assistance in soliciting and reviewing offers, and negotiate a new arena management agreement for the future lease and management of the city-owned Gila River Arena.

Background

On March 26, 2013, Council authorized entering into an agreement with Beacon Sports Capital Partners, LLC, to provide services related to procuring an Arena Manager. At that time, Beacon prepared the Request for Proposals, solicited proposals and assisted the City in evaluating the proposals. The City subsequently entered into an agreement with Ice Arizona to manage the arena.

On July 24, 2015, City Council approved the addendum to the Professional Management Services and Arena Lease Agreement. This agreement indicated that the City would have the option to replace the current arena manager any time after June 30, 2016. Due to the complexities soliciting qualified vendors, changing the Arena management structure, and the impact of Arena events scheduled well in advance, time is of the essence and the City desires to have a contract in place by January 2016.

Analysis

Beacon Sports Capital Partners, LLC, is a unique investment bank and financial advisory firm specializing in the professional sports industry and related businesses. Beacon and its personnel have completed over two billion dollars' worth of sport and non-sports projects.

Community Benefit/Public Involvement

An agreement for the lease and management of the Arena which includes terms favorable to City and provides sustainable events and activities for the long term, will benefit the City and the community at large.

Budget and Financial Impacts

The hourly rate for services rendered is \$400 per hour plus reimbursable expenses. Upon execution of the

agreement, a \$25,000 initial retainer would be paid and be applied toward the hourly rate for services rendered. The cost of these services will be charged to Arena Events and funds are available due to the amended lease agreement.

GLENDALE REPRESENTATION AGREEMENT

This Glendale Representation Agreement ("Agreement") is made and entered into as of the 8th day of September, 2015 by and between Beacon Sports Capital Partners, LLC ("Beacon Sports"), 1233 Highland Avenue, Suite B, Needham, MA 02492 and the City of Glendale, AZ ("Glendale") 5850 W. Glendale, 4th Floor, Suite 431, Glendale, AZ 85301, jointly, the "Parties".

WITNESSETH:

This Agreement is made with reference to the following facts:

A. Beacon Sports is engaged in the business of providing investment banking and financial advisory services to professional sports franchises and companies in the United States;

B. Glendale currently owns the Gila River Arena ("Arena") located in Glendale, AZ and has an existing management and lease agreement with Ice Arizona, LLC dba the Phoenix Coyotes hockey club ("IceArizona") of the National Hockey League ("NHL"). Glendale is seeking to develop a Request for Proposal ("RFP") process for the future lease and management of the Arena to prospective Venue Managers ("Venue Managers") in order to improve the economic and business outcome of Glendale's ownership of the Arena;

C. Glendale desires to retain Beacon Sports as its financial advisor to perform advisory services as are mutually agreed upon between the two parties.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereto agree as follows:

1. **ENGAGEMENT.** Glendale hereby retains Beacon Sports as its Financial Advisor.
2. **DUTIES OF BEACON SPORTS.** Beacon Sports shall act as a liaison and intermediary for Glendale. Beacon Sports will perform the following:
 - i. Review all existing business contracts related to the operations and the management of the Gila River Arena ("Arena") including but not limited to the current arena management agreement with IceArizona, the concessionaire agreement, event booking agreement, and any others agreements and reports deemed significant to the RFP process;
 - ii. Assist the City in the preparation of an RFP for the management of the Arena. The RFP would include objectives outlined by the City of Glendale regarding its vision and objectives with respect to the future utilization and operations of the Arena;
 - iii. Solicit inquires of interest and formal responses to the RFP. Beacon Sports will assist all interested and responsive parties in their due diligence and review process;
 - iv. Arrange and attend meetings with responsive bidders, including tours of the Arena. ;
 - v. Review and analyze all responsive bids and inquiries and make recommendations to the City with regard to the benefits of each bid. Meet with Glendale to discuss the RFP process including comparing and contrasting the most advantageous offers submitted in terms of projected arena usage and financial/economic benefits to the City;
 - vi. Assist Glendale in the review and decision making process including providing a recommendation in terms of selecting a venue manager to negotiate on an exclusive basis;
 - vii. Assist in the negotiation of a new arena management agreement;
 - viii. Assist in the closing and execution of an Arena Management Agreement between the City of Glendale and the venue manager selected by Glendale;

- ix. Assist, where appropriate, in the transition of the Arena's operations to the selected venue manager; and,
- x. Any other services mutually agreed upon.

2.1 NO AGENCY. Beacon Sports acknowledges and agrees that it is not an agent of Glendale and may not bind or obligate Glendale in any way.

2.2 PROGRESS. Close cooperation and frequent communication improve the ability to assist and complete the work of the Parties. The Parties agree to keep each other informed as to the status of all contacts, discussions, and negotiations with any prospective Venue Managers. Beacon Sports will use its best efforts and endeavor to assist Glendale in obtaining and presenting to Glendale qualified offers on terms that are acceptable to Glendale. However, Beacon Sports, makes no representation regarding the successful outcome of the RFP. Furthermore, Glendale, in its sole and absolute discretion may, at any time and for any reason, including no reason, terminate or cancel any RFP at any time and for any reason

- 3. **TERM.** The initial term of this Agreement ("Initial Term") shall commence on the date set forth above and terminate ten (10) months thereafter. The entire time period that this Agreement is in effect, and any portion thereof, shall be referred to herein as the "Term".
- 4. **TERMINATION.** Glendale may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 30 days following the date of delivery.
- 5. **COMPENSATION.** The following sets forth the Parties agreement with respect to fees and expenses, the payment of costs, and the timing and content of billing statements

5.1 FEE BASIS. The rate for this matter shall be \$400 per hour each for the services of Richard W. Billings, Jr., Gerald G. Sheehan, and Christopher C. Billings.

5.2 RETAINER.. Upon execution of this Agreement, Glendale shall pay Beacon Sports a \$25,000 retainer to be applied towards its services to be performed under the Agreement at the hourly rate detailed above.

5.3 COSTS AND EXPENSES. Glendale will reimburse Beacon Sports for out-of-pocket expenses relating to its services hereunder, including travel, living, lodging, etc. within thirty (30) days after receipt by Glendale of appropriate documentation supporting the expenses. Beacon Sports will provide reasonable notice to Glendale in advance of any cost or expense greater than \$500.

5.4 BILLING. Beacon Sports will submit detailed invoices including its services performed to Glendale on a monthly basis. Glendale will remit payment to Beacon Sports within thirty days (30) after receipt of such invoices.

6. **CONFIDENTIALITY.** Beacon Sports acknowledges that all documents provided to Glendale may be subject to disclosure by laws related to open public records. Consequently, Beacon Sports understands that disclosure of some or all of the items subject to this Agreement may be required by law. In the event Glendale receives a request for disclosure that is reasonably calculated to incorporate information that might be considered confidential by Beacon Sports, Glendale agrees to provide Beacon Sports with notice of that request, which shall be deemed given when deposited by Glendale with the USPS for regular delivery to the address of Beacon Sports specified below for notices. Within ten (10) days of notice by Glendale, Beacon Sports will inform Glendale in writing of any objection by Beacon Sports to the disclosure of the requested information. Failure by Beacon Sports

to object timely shall be deemed to waive any objection and any remedy against Glendale for disclosure. In the event Beacon Sports objects to disclosure within the time specified, Beacon Sports agrees to handle all aspects related to request, including properly communicating with the requestor and timely responding with information the disclosure of which Beacon Sports does not object thereto. Furthermore, Beacon Sports agrees to indemnify and hold harmless Glendale from any claims, actions, lawsuits, or any other controversy or remedy, in whatever form, that arises from the failure to comply with the request for information and the laws pertaining to public records, including defending Glendale in any legal action and payment of any penalties or judgments. This provision shall survive the termination of this Agreement.

Notwithstanding any provisions of this Agreement regarding confidentiality, secrets, or protected rights, in the event necessary and/or requested by Beacon Sports, Glendale may enter into a separate agreement setting forth the rights and obligations of Glendale, Beacon Sports and the third-party regarding the confidentiality of information.

7. MUTUAL REPRESENTATIONS AND WARRANTIES.

(i) Beacon Sports warrants and represents that (a) it has full authority to make and perform this Agreement in accordance with its terms; (b) the making or performance of this Agreement by Beacon Sports will not violate any rights of, agreements with, or obligations to any third parties; (c) Beacon Sports will comply with all applicable laws, rules and regulations relating to the Agreement; and (d) Beacon Sports will not circumvent or otherwise frustrate the intent of this Agreement.

(ii) Glendale warrants and represents that (a) it has full authority to make and perform this Agreement in accordance with its terms; (b) the making or performance of this Agreement by Glendale will not violate any rights of, agreements with or obligations to any third parties; (c) Glendale will comply with all applicable laws, rules and regulations relating to the Agreement; and (d) Glendale will not circumvent or otherwise frustrate the intent of this Agreement.

8. MUTUAL INDEMNIFICATION. Beacon Sports and Glendale each agree the party at fault shall hold the other party harmless from and against and shall indemnify fully, if applicable, from any and all losses, claims, damages, liabilities, costs, expenses and fees, including, without limitation, reasonable attorneys' and paralegals' fees incurred in the context of any court, arbitration, administrative or other proceeding, together with the costs incurred in such proceeding (individually and collectively, "Costs") arising from or relating to breach of this Agreement by such indemnifying party.

9. PUBLIC ANNOUNCEMENTS. Notwithstanding anything contained in this Agreement to the contrary, subject to regulatory restrictions, Beacon Sports shall have the right to publicly announce and/or advertise any agreement hereunder for which a closing has occurred. Notwithstanding the foregoing, Beacon Sports shall provide Glendale the opportunity to review and comment on any announcement prior to announcement. Glendale shall identify Beacon Sports as its consultant in any public announcements it may make regarding any completed assignment hereunder.

10. GOVERNING LAW. This Agreement and all matters related hereto shall be governed by the laws of the State of Arizona without reference to conflicts of laws principles or principles of comity.

11. NOTICES. Any notice from one party to the other sent and received within the United States, shall be sent (a) via first class certified mail, return receipt requested or (b) via nationally-recognized overnight courier capable of verifying delivery, marked for next business day delivery and shall be deemed received upon the earlier of (i) the date of actual receipt, (ii) the date such mail is refused (iii) the date such mail is returned or (iv) three (3) days following deposit with the U.S. Postal Service. Notices sent or received outside the United States shall be sent via internationally-recognized overnight courier capable of verifying delivery, marked for second business day delivery and shall be deemed received upon the earlier of (i) the date of actual receipt or (ii) two (2) business days following deposit with such courier. Herein, "business day" means a day on

which such courier is open for business within the jurisdiction to which notice is delivered. Notices shall be in writing, addressed to the person to be noticed at the address below or to such other person and/or address as may be designated from time to time in writing by such party to be noticed, and all applicable courier or postage fees shall be prepaid by the noticing party.

If to Beacon Sports Capital Partners. LLC:
1233 Highland Avenue, Suite B
Needham, MA 02492
Attention: Gerald G. Sheehan.
Phone: (781) 449-4996

If to Client
5850 W. Glendale, 4th Floor
Glendale, AZ 85301
Attn: City Manager
Phone: (623) 764-4099

Copy to:
5850 W. Glendale, Ste. 450
Glendale, AZ 85301
Att. City Attorney
Phone: (623) 930-9530

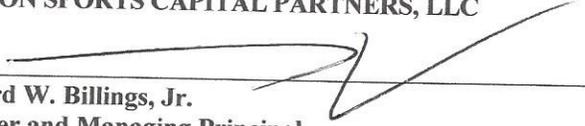
12. **SEVERABILITY.** The invalidity or illegality of any provision or term contained in or made a part of this Agreement shall not affect the validity of the remainder of this Agreement.
13. **ENTIRE AGREEMENT/CONSTRUCTION.** This Agreement contains all of the terms agreed upon by the parties with respect to the subject matter hereof, and there are no representations or understandings between the parties except as provided herein. This Agreement may not be amended or modified in any way except by writing duly executed by both parties. This Agreement may not be assigned by either party except upon prior written agreement by the other party. Furthermore, both parties have negotiated the terms of this Agreement and have had the opportunity to engage counsel to review the same. Accordingly, this Agreement shall not be construed more strongly in favor or against either party hereto. The headings in this Agreement are inserted for convenience only and shall not affect the construction hereof.
14. **WAIVER.** No waiver of a breach of or default under any provision of this Agreement shall be deemed a waiver of any other breach or default under the same or any other provision of this Agreement.
15. **FAX COUNTERPARTS.** The parties may enter this Agreement by signing any one or more counterparts, all of which shall constitute one and the same instrument. This Agreement shall become effective when one or more counterparts shall have been executed by each party and delivered to each other party. This Agreement may be delivered to such other parties via fax. Any party's faxed signature shall be deemed an original and binding signature as of the date set forth above.
16. **HEADINGS.** The headings in this Agreement are inserted for convenience only and shall not affect the construction hereof.
17. **AUTHORITY.** The signatories to this Agreement are the duly authorized agents of the parties hereto, and the transactions effected hereby have been duly authorized by all appropriate action of each party.
18. **FOREIGN PROHIBITIONS.** Beacon Sports certifies under A.R.S 35-391 et seq., and 35-393 et seq., that it does not have "scrutinized" business operations, as defined in the preceding statutes, in the countries of Sudan or Iran.
19. **IMMIGRATION LAW COMPLIANCE.** Beacon Sports warrants, to the extent applicable under A.R.S. 41-4401, compliance with all federal immigration laws and regulations that relate to their

employees as well as compliance with A.R.S. 23-241(A) which requires registration and participation with E-Verify Program.

20. **CONFLICT.** Consultant acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.

THE PARTIES HERETO have caused this Agreement to be executed as of the date indicated above.

BEACON SPORTS CAPITAL PARTNERS, LLC

BY: 
Richard W. Billings, Jr.
Founder and Managing Principal

CITY OF GLENDALE, AZ

BY: _____
Richard Bowers
Acting City Manager