CITY CLERK
ORIGINAL

C-10802
04/26/2016

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
EMIPIRE SOUTHWEST, LLC

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this 26 day of April, 2016, 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 August 1, 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, Contract No. 15021C ("Cooperative Purchasing Agreement"), which is attached hereto as Exhibit A. The Cooperative Purchasing Agreement permits its cooperative use by other governmental agencies, including the City, to purchase goods and services under the same terms and conditions as the original contracting party.

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 the 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 term of the Agreement, as provided in the Cooperative Purchasing Agreement is 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 be extended 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 Manager or designee, however, may renew the term of this Agreement for four (4) additional one-year periods, if the Cooperative Purchasing Agreement is extended by the original contracting party. 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 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 B.

   B. Contractor and City agree to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporated 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. The rate sheet is attached as Exhibit C.

   B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed four million two hundred twenty seven thousand and five hundred and two ($4,227,502) dollars for the entire term of the contract (initial term plus any renewal terms exercised).

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. Insurance Certificate. A certificate of insurance applying to this Agreement must be provided to the City prior to the Effective Date and updated to demonstrate that the requiste insurance is effective for any renewal period.

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

8. 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 Ernie Ruiz, Solid Waste Superintendent LF/MRF
6210 W Myrtle, Suite 111
Glendale, Arizona 85301
623-930-4722

and

Empire Southwest, LLC
c/o John Helms
1725 S Country Club Dr.
Mesa, AZ 85210
480-633-4000

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: _____
Kevin R. Phelps
City Manager

"Contractor"

Empire Southwest, LLC,
a Delaware limited liability company

By: _____
Name: John Helms
Title: Vice President/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
EMPIRE SOUTHWEST, LLC

EXHIBIT A

Maricopa County Contract No. 15021C
Heavy Duty Truck, Construction and Agricultural/Industrial Fleet
and Equipment Parts, Service and Accessories

Maricopa County
Office of Procurement Services

Chief Procurement Officer
320 W. Lincoln Street
Phoenix, Arizona 85003
Phone: (602) 506-3967
Fax: (602) 258-1573

July 22, 2015

Empire Southwest, LLC
Empire Machinery
1725 S. Country Club Drive
Mesa, AZ 85210

RE: 15021-C Heavy Duty Truck, Construction and Agricultural/Industrial Fleet and Equipment

Dear Mr. Mark Vander Gleasen,

We are pleased to notify you Maricopa County has awarded your firm a contract to supply services and/or commodities per the subject contract with an effective date of August 01, 2015.

In accordance with the bid specifications, purchasing documents will be forwarded to you covering the specific items of this award.

If you have any questions regarding the subject bid serial/contract, please contact Nick Perrera at 602-506-3274.

Sincerely,

Nick Perrera, Procurement Officer
Office of Procurement Services

NP/jl
Attach.

cc: Office of Procurement Services
Re: Serial 15021-C

SERIAL 15021 C **HEAVY DUTY TRUCK, CONSTRUCTION AND AGRICULTURAL, INDUSTRIAL FLEET AND EQUIPMENT PARTS, SERVICE AND ACCESSORIES**

DATE OF LAST REVISION: December 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/**at**
Attach

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

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

SERIAL 15021-C

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**

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

☑ 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 s.xlsx

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.**

EMPIRE SOUTHWEST, LLC, 1725 S. COUNTRY CLUB DR., MESA, AZ 85210

COMPANY NAME:	**Empire Southwest, LLC**
DOING BUSINESS AS (DBA) NAME:	**Empire Machinery**
MAILING ADDRESS:	**1725 S. Country Club Dr., Mesa, AZ 85210**
REMIT TO ADDRESS:	**1725 S. Country Club Dr., Mesa, AZ 85210**
TELEPHONE NUMBER:	**480-633-4000**
FACSIMILE NUMBER:	**623-707-1799**
WEB SITE:	**www.empire-cat.com**
REPRESENTATIVE NAME:	**Mark Vander Giessen**
REPRESENTATIVE TELEPHONE NUMBER:	**602-639-0582**
REPRESENTATIVE E-MAIL:	**Mark.Vandergiessen@empire-cat.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)
CAT	See price file		0%
Massey Ferguson	See price file		0%

Labor Rates	Unit Price				Bidder Notes
Labor Rate Contractor Facility	$109.50				
Labor Rate County Facility	$143.75				
Labor Rate for after hours/overtime (if different)	$143.75				Labor Rate for Contractor's Facility Overtime
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:	Hourly Charge only	per mile	Hourly Charge only	flat fuel charge	
1.4 Business Hours	M - F: 6:00am - 6:00pm Sat 7:00am - 12:00pm				
1.5 Return Policy					
1.5.1 Time limitations	-				
1.5.2 Restocking charge (if any)	-				
1.6 Additional Services Offered:	Service after hours parts delivery				
1.7 Warranty (define)	standard 6 months				
1.8 Additional Participating Locations:					

SERIAL 15021-C

EMPIRE SOUTHWEST, LLC, 1725 S. COUNTRY CLUB DR., MESA, AZ 85210

Maricopa_Part_Price s.xlsx

NIGP CODE:	06066
Terms:	NET 30 DAYS
Vendor Number:	2011000564 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 POLARIS/HONDA/YAMAHA	VERMEER-WOOD CHIPPERS	MORBARK BRUSH 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 2.1.4for 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 statues 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 posses the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

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
Scope of Work

PROJECT

The City of Glendale, Public Works, Landfill/MRF is responsible for the acquisition, management and maintenance of heavy duty off-road equipment. To ensure the continued operations of this fleet, the Glendale Landfill/MRF maintains the fleet on the Landfill site. Annually, the Glendale Landfill/MRF spends approximately $400,000 annually for heavy equipment parts and service. Additionally, the Landfill will be rebuilding two bull dozers, one water pull and one auger scraper in the first, second and third years of the contract which will require an additional $2,427,502 dollars.

SCOPE OF WORK

Contractor agrees to provide parts, accessories and service for heavy duty trucks (1 ½ ton and higher), and construction, agricultural and industrial equipment in accordance with this Agreement.

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
EMPIRE SOUTHWEST, LLC

EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

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 otherwise. Payment is to be made by the City from the Contractor's invoice submitted to cover items received and accepted. All invoices must include the Purchase Requisition number.

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project must not exceed $4,227,502 for the entire term of the Agreement (initial term plus any renewal terms exercised).

DETAILED PROJECT COMPENSATION

Purchase requisition is expected but not required to be ordered as detailed below:

Year 1	$ 530,000
Year 2	$ 996,175
Year 3	$1,901,327
Year 4	$ 400,000
Year 5	$ 400,000
Total	$4,227,502