

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
ARIZONA TRUCK CENTER, LLC, dba
VANGUARD TRUCK CENTER OF PHOENIX

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this 10 day of August, 2016, between the City of Glendale, an Arizona municipal corporation (the "City"), and Arizona Truck Center, LLC, dba Vanguard Truck Center of Phoenix, a Delaware limited liability company authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

RECITALS

- A. On December 14, 2011, 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 Medium/Heavy Duty Trucks, Contract No. 11120-C ("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.
- 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 City is purchasing the supplies and/or services from Contractor pursuant to the Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement purchases can be made by governmental entities from the date of award, which was December 14, 2011, until the date the contract expires on December 31, 2017, 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 December 31, 2017. The period of this Agreement is the period from the Effective Date of this Agreement until December 17, 2017.

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 agrees 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 provided in the Cooperative Purchasing Agreement, which is attached hereto as Exhibit C.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed forty-five thousand dollars (\$45,000) for the entire term of the Agreement (initial term plus any renewals).

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.

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. No Israel Boycott. The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.

9. **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, #111
Glendale, Arizona 85301
623-930-2621

and

Arizona Truck Center, LLC, dba Vanguard Truck Center of Phoenix
c/o Jon Miller
2402 S. 19th Avenue
Phoenix, AZ 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:



Jack Friedline
Director

"Contractor"

Arizona Truck Center, a Delaware limited
liability company dba Vanguard Truck Center
of Phoenix

By:



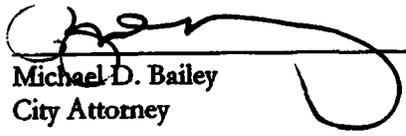
Name: Jon Miller
Title: Service Center Manager

ATTEST:



Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:



Michael D. Bailey
City Attorney

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
ARIZONA TRUCK CENTER, LLC, dba VANGUARD TRUCK CENTER OF PHOENIX**

**EXHIBIT A
MEDIUM/HEAVY DUTY TRUCKS**

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
ARIZONA TRUCK CENTER, LLC, dba VANGUARD TRUCK CENTER OF PHOENIX**

EXHIBIT B
Scope of Work

PROJECT

Factory authorized service for heavy duty trucks (Mack Trucks and Volvo Trucks) on an as-needed basis for Fleet Management of the Public Works Department.

SERIAL 11120 C MEDIUM/HEAVY DUTY TRUCKS, 19,601 LBS & UP

DATE OF LAST REVISION: April 14, 2016

CONTRACT END DATE: December 31, 2017

CONTRACT PERIOD THROUGH DECEMBER 31, 2014 2017

TO: All Departments

FROM: Department of Office of Procurement Services

SUBJECT: Contract for MEDIUM/HEAVY DUTY TRUCKS, ~~19,600~~ 19,601 LBS & UP

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **December 14, 2011**.

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
 Les Glover, Equipment Services
 Gidget Vigil, Equipment Services**

(Please remove Serial 05127-C from your contract notebooks)

MEDIUM/HEAVY DUTY TRUCKS, 19,600 19,601 LBS & UP**1.0 INTENT:**

The intent of this Review of Qualifications is to establish a listing of qualified suppliers for certain vehicle categories as defined herein. Multiple awards (listing of qualified suppliers) will be made. At the time a requirement is identified, requests for quotation will be issued to each qualified supplier. Awards will be made to the suppliers meeting specification and offering the lowest price. **MARICOPA COUNTY RESERVES THE RIGHT TO ADD SUPPLIERS TO THIS AGREEMENT OVER ITS TERM TO ENSURE ADEQUATE COMPETITION. ANY SUPPLIERS SUBSEQUENTLY ADDED SHALL COMPLY FULLY WITH THE PROVISIONS OF THIS AGREEMENT.** Amendments, supplements and/or revisions will be effective upon receipt and approval of notice to the Office of Procurement Services.

SUPPLIERS SHALL COMPLY FULLY WITH ALL CONDITIONS OF THIS SOLICITATION, FOR INCLUSION ON THE LISTING OF QUALIFIED SUPPLIERS. INTERESTED FIRMS SHOULD UNDERSTAND THAT NO PRICING IS REQUESTED WITH YOUR REPLY TO THIS REQUEST FOR QUALIFICATIONS. AT THE TIME A REQUIREMENT IS IDENTIFIED A REQUEST FOR QUOTATION (RFQ) WILL BE PROVIDED TO ALL OF THE QUALIFIED SUPPLIERS ON THE LISTING. EACH REQUEST FOR PRICING SHALL CLEARLY STATE A DUE DATE AND TIME FOR SUBMISSION.

PARTICIPANTS SHOULD UNDERSTAND THAT SECTION 2.0 TECHNICAL SPECIFICATIONS, SECTION 3.0 SPECIAL TERMS & CONDITIONS, AND ADMINISTRATIVE INFORMATION ARE APPLICABLE TO THIS SOLICITATION AND THAT ALL REQUESTS FOR QUOTATION (RFQ) (FROM QUALIFIED SUPPLIER LISTING) AND ALL VENDOR RESPONSES TO THOSE REQUESTS FOR QUOTATION ARE SUBJECT TO THE SAME PROVISIONS.

2.0 TECHNICAL SPECIFICATIONS:**2.1 FACTORY AUTHORIZED SERVICE AVAILABILITY:**

The successful contractor(s) shall be an authorized service, warranty, and distributor of the manufacturer vehicles offered in their RFQ. The contractor(s) service/warranty facility shall be located in the Phoenix metropolitan area. Business hours shall be from 8:00 A.M. to 5:00 P.M., Monday through Friday.

2.2 MODEL YEAR EQUIPMENT:

Maricopa County will only accept bids on current year models in production.

2.3 VEHICLE EQUIPMENT REQUIREMENTS:

All contract prices shall include the following minimum equipment:

- 2.3.1 All standard factory equipment
- 2.3.2 Automatic transmission
- 2.3.3 Cruise control
- 2.3.4 Power door locks, power windows and power mirrors
- 2.3.5 Four (4) keys or prop sensors and two (2) keyless entry remotes per vehicle
- 2.3.6 Air conditioning
- 2.3.7 All cloth seats
- 2.3.8 Rear view mirrors on driver and passenger doors for the type of vehicle specified without upgrading to vehicle options package
- 2.3.9 Larger rear view mirrors on driver and passenger doors for larger heavy duty trucks without upgrading the vehicle with an options package
- 2.3.10 Skid plate package and anti-slip differential (four wheel drive vehicles) front tow hooks
- 2.3.11 Spare tire, full size standard steel wheel identical to those installed on the delivered vehicle
- 2.3.12 Floor mats, only for carpet interior



2.3.13 Maximum legal tinted glass – title 49 part 393.60 (d) Coloring or tinting of windshield and windows.

2.3.14 A/M F/M stereo with hands-free Bluetooth capability

2.4 OPERATING MANUALS:

Required at the time of deliver, comprehensive operational manuals, service manuals, and schematic diagrams, if required by the Using Agency, minimally one (1) per unit purchased.

2.5 TECHNICAL AND DESCRIPTIVE SALES LITERATURE:

During RFQ submittal, the County encourages the bidders to provide a full line of the vehicle type categories specified in the RFQ with vehicle manufacturer specification sheets; copies of technical and descriptive sales literature along with brochures to allow for a fair evaluation of the offers submitted. Failure to include this information may be determined as non-responsive and your quote may be rejected.

2.6 ORDER CUTOFF DEADLINES:

The contractors shall provide the cutoff dates to order the equipment/products when submitting their RFQ. Any cutoff date(s) changes learned after the RFQ submission, the contractor shall advise the County immediately via phone and follow up with a written notification to the Procurement Officer at the Maricopa County Office of Procurement Services Department.

2.7 WARRANTY:

The minimum warranty for all equipment supplied under these specifications shall be fully warranted by the vehicle manufacturer against mechanical and electrical defects for a minimum period of 36 months from the date of acceptance. This warranty shall cover labor and part replacements, and road side assistance / towing service up to 100 miles to and from the nearest manufacturer authorized warranty facility. Any defects of design, workmanship or material, shall be fully corrected by the vendor without cost to the County. The written warranty shall be included with the delivery of each vehicle to the designated County agency.

Bidders are encouraged to provide the County any additional warranty packages that would exceed the minimum requirements as an option listed on the Price Sheet.

2.8 INSPECTION/TESTING:

Unless otherwise specified, materials purchased will be inspected by the receiving agency to ensure the Products meet the quality and quantity requirements of the Specifications in the Request for Quotation (RFQ). Any material(s) not meeting the specifications of the RFQ will be returned to the vendor for replacement or repair at no cost to the County.

2.9 SAFETY STANDARDS:

All vehicles must meet the requirements of all applicable Arizona State Motor Vehicle Laws and Federal Motor Vehicle Laws.

2.10 PRODUCT DISCONTINUANCE:

In the event that a manufacturer discontinues a product and/or model, the County may allow the successful Contractor to provide a substitute for the discontinued item or may cancel the Contract. If the Contractor requests permission to substitute a new product or model, it shall provide the following to the County:

2.10.1 Documentation from the manufacturer that the product or model has been discontinued.

2.10.2 Documentation that names the replacement product or model.

- 2.10.3 Documentation that provides clear and convincing evidence that the replacement meets or exceeds all Specifications required by the original Review of Qualifications.
- 2.10.4 Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
- 2.10.5 Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.

Product discontinuance applies only to those items specifically listed on any resultant contract. This will not apply to catalog items not specifically listed on any resultant contract.

2.11 SHIPPING DOCUMENTS:

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

- (1) Name and address of the Contractor;
- (2) Name and address of the County Agency;
- (3) County purchase order number;
- (4) A description of material shipped, including item number, quantity, number of containers and package number, if applicable.

2.12 USAGE REPORT:

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

2.13 FACILITIES:

During the course of this Contract, the County will provide the Contractor with adequate workspace or such other related facilities as may be required by Contractor to carry out its obligations enumerated herein.

2.14 INVOICES

The Contractor shall submit two (2) legible invoices with the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract Serial Number
- County purchase order number
- Vehicle Stock / Dealer number
- Vehicle VIN number
- Date delivered
- Quantity delivered
- Pricing per vehicle
- Extended warranty price (if applicable)
- Sales Tax
- Total Amount Due

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

2.14.2 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (www.maricopa.gov/finance/vendors).

2.14.3 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

2.15 TAX:

No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in Response price.

2.16 DELIVERY:

It shall be the Contractor's responsibility to meet the proposed delivery requirements. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

2.17 INDEPENDENT CONTRACTOR:

2.17.1 Contractor's relationship to the County shall be as an independent contractor and not as an employee.

2.17.2 This Contract does not constitute, create, give rise to or otherwise recognize a joint venture, partnership, or employment relationship. The rights and obligations of the Parties shall be only those expressly set forth in the Contract.

2.17.3 No persons supplied by Contractor in the performance of obligations under the Contract are considered to be County employees, and no rights of County civil service, retirement or personnel rules accrue to such persons. Contractor shall have complete responsibility for all salaries, wages, bonuses, retirement withholdings, workmen's compensation, other employee benefits and all taxes and premiums relating to such persons, and shall save and hold the County harmless with respect to those responsibilities in the event of a claim for one or more of them is brought against Maricopa County.

3.0 SPECIAL TERMS & CONDITIONS:

3.1 CONTRACT TERM:

This ROQ is for awarding a firm, fixed price requirements contract to cover a three (3) year period.

3.2 OPTION TO EXTEND:

The County may, at its option and with the approval of the Contractor, renew the period of this Contract up to a maximum of three (3) one (1) year options (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 Department of the County's intention to extend the Contract period at least thirty (30) calendar days prior to the expiration of the original Contract period.

3.3 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.

3.4 INDEMNIFICATION:

3.4.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.

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

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

3.5 INSURANCE:

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

3.5.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

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

3.5.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

3.5.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

3.5.6 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

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

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

3.5.9 **Commercial General Liability:**

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

3.5.10 **Automobile Liability:**

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$2,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

3.5.11 **Workers' Compensation:**

3.5.11.1 **Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.**

3.5.11.2 Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

3.5.12 **Professional Liability Insurance:**

Contractor shall maintain Professional Liability insurance which will provide coverage for any and all acts arising out of the work or services performed by the Contractor under the terms of this Contract, with a limit of not less than \$1,000,000 for each claim, and \$3,000,000 for all (aggregate) claims.

3.5.13 **Certificates of Insurance.**

3.5.13.1 **Prior to commencing work or services under this Contract, Contractor shall have insurance in effect 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 be made available to the County upon ten (10) business days. BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.

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

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

3.5.14 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.



3.6 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.

3.7 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)

County currently holds ICPA's with numerous governmental entities throughout the State of Arizona. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. Please indicate on Attachment A, your acceptance or rejection regarding such participation of other governmental entities. Your response will not be considered as an evaluation factor in awarding a contract.

3.8 STRICT COMPLIANCE:

Acceptance by County of a performance that is not in strict compliance with the terms of the Contract shall not be deemed to be a waiver of strict compliance with respect to all other terms of the Contract.

3.9 FURTHER ASSURANCES AND CORRECTIVE INSTRUMENTS:

The Parties will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, any corrective instruments as may be reasonably necessary to carry out the intent of the Contract.

3.10 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize a procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract. Respondents without this capability may be considered non-responsive and not eligible for award consideration.

3.11 INTERNET ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Internet to place orders under this Contract. Respondents without this capability may be considered non-responsive and not eligible for award consideration.

3.12 REQUIREMENTS CONTRACTS:

Contractors signify their understanding and agreement by signing a bid submittal, that the Contract resulting from the bid will be a requirements contract. However, the Contract does not guarantee any 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.

County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

Contractors agree to accept verbal notification of cancellation from the County Procurement Officer with written notification to follow. By submitting a bid in response to this Invitation for Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

3.13 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

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

3.14 TERMINATION FOR DEFAULT:

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after the County deems that the Contractor has failed to remedy the problem after being forewarned.

3.15 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate the Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of a substantial violation of any provision of this Contract, then the County may terminate the Contract. Prior to termination of the Contract, the County shall give the Contractor fifteen- (15) calendar day's written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

3.16 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel any Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person

significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

3.17 OFFSET FOR DAMAGES;

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance of the contract.

3.18 ADDITIONS/DELETIONS OF SERVICE:

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

3.18.2 The County reserves the right of final approval on proposed staff for all Task Orders. Also, upon request by the County, the Contractor will be required to remove any employees working on County projects and substitute personnel based on the discretion of the County within two business days, unless previously approved by the County.

3.19 SUBCONTRACTING:

The Contractor may not assign a Contract or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

3.20 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. The Maricopa County Office of Procurement Services shall be responsible for approving all amendments for Maricopa County.

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

In accordance with section MCI 367 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

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.

If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include

either an adjustment to future claim submitted by the Contractor by the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the Contractor by issuing a check payable to Maricopa County.

3.22 PUBLIC RECORDS:

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

3.23 AUDIT DISALLOWANCES:

If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the County either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

3.24 VALIDITY:

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

3.25 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from a Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to a Contract and to the performance thereunder

3.26 SCHEDULE OF EVENTS

Review of Qualifications issued: November 18th, 2011

All questions and answers shall be posted to www.bidsync.com under the Q&A's tab for this solicitation.

Proposals Opening Date: November 18th, 2011

Deadline for submission of proposals is 2:00 P.M., Arizona Time, on November 18th, 2011. All proposals must be received before 2:00 P.M., Arizona Time, on the above date electronically to Bidsync.com prior to this proposal closing.

Proposed review of Responses and short list decision: November 21st, 2011

Proposed selection and negotiation: November 21st, 2011

Proposed award of Contract(s): December 14th, 2011

All Responses to this ROQ become the property of Maricopa County and will be held confidential, to the extent permissible by law. The County will not be held accountable if material from Responses is obtained without the written consent of the Respondent by parties other than the County.

3.27 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY
OFFICE OF PROCUREMENT SERVICES
ATTN: CONTRACT ADMINISTRATION
320 W. LINCOLN ST.
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

Derron Wasp, Procurement Officer, 602.506.3823
(waspd@mail.maricopa.gov)

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.28 INSTRUCTIONS FOR PREPARING AND SUBMITTING RESPONSES:

Responses shall be submitted electronically to BidSync.com prior to the bid closing.

3.28.1 Attachments A, B, C, and D shall be submitted via webform available at BidSync.com

3.28.2 Attachment A (PRICING INFORMATION) - Webform

3.28.3 Attachment B (AGREEMENT PAGE) - Webform

3.28.4 Attachment C (REFERENCES) – Webform

3.28.5 Attachment D (QUALIFICATIONS / AUTHORIZED DISTRIBUTOR) –
Webform

Response must be signed by Respondent. All prices shall be held firm for a period of one hundred fifty (150) days after the ROQ closing date.

3.29 EXCEPTIONS TO THE SOLICITATION:

The Respondent shall identify and list all exceptions taken to all sections of SERIAL 11120-ROQ and list these exceptions referencing the section (paragraph) where the exception exists and identify the exceptions and the proposed wording for the Respondent's exception under the heading, "Exception to the REVIEW OF QUALIFICATIONS Solicitation, SERIAL 11120-ROQ." **Exceptions that surface elsewhere and that do not also appear under the heading, "Exceptions to the REVIEW OF QUALIFICATIONS Solicitation, SERIAL 11120-ROQ." shall be considered invalid and void and of no contractual significance.**

The County reserves the right to reject, determine the Response non-responsive, enter into negotiation on any of the Respondent exceptions, or accept them outright.

3.30 GENERAL CONTENT:

The Response should be specific and complete in every detail. It should be practical and provide a straightforward, concise delineation of qualifications, experience, certifications, degrees, credentials, capabilities and related prices to satisfactorily perform the Contract being sought.

The Respondent should not necessarily limit the Response to the performance of the services in accordance with this ROQ, but should also outline any additional services and their costs if the Respondent deems them necessary to accomplish the program.

3.31 FORMAT AND CONTENT:

To aid in the evaluation, it is desired that all Responses follow the same general format.

3.31.1 Attachment A (Pricing Information)

3.31.2 Attachment B (Agreement Page)

3.31.3 Attachment C (References)

3.31.4 Attachment D (Qualifications / Authorized Dealer/Distributor) – This section shall describe the Respondent’s qualifications, credentials and experience related to the services proposed, including any other pertinent information. The Vehicles authorized to distribute. And any Solicitation exceptions.

3.32 EVALUATION OF RESPONSES – SELECTION FACTORS:

An Evaluation Committee shall be appointed, chaired by the Procurement Officer, to evaluate each Response. At the County’s option, Respondents may be invited to make presentations to the Evaluation Committee. Negotiations may be conducted, as needed, with the Respondent(s). Responses will be evaluated on the following criteria which are listed in descending order of importance.

3.32.1 Respondent’s proven qualifications and credentials.

3.32.2 Experience in providing the services.

3.32.3 Type of Authorized Vehicles.

3.33 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

3.33.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

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

3.33.3 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3.33.4 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

3.33.5 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

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

3.33.7 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

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

3.34.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

3.34.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 3.34.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

~~**3.35 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:**~~

~~**3.35.1** By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract.~~

~~**3.35.2** The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.~~

3.36 CONTRACTOR LICENSE REQUIREMENT:

3.36.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Office of Procurement Services and the using agency of any and all changes concerning permits, insurance or licenses

3.36.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the

required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

3.37 INFLUENCE

As prescribed in MC1-1202 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct, may be grounds for Disbarment or Suspension under MC1-902.

An attempt to influence includes, but is not limited to:

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

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

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

3.38 POST AWARD MEETING:

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

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
ARIZONA TRUCK CENTER, LLC, dba VANGUARD TRUCK CENTER OF PHOENIX**

EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

The method of payment is provided in Section 3 of the Agreement. The amount of compensation is provided in the rate sheet and award pursuant to the Maricopa County Contract No. 11120-C.

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 \$45,000 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

Factory authorized service for heavy duty trucks (Mack Trucks and Volvo Trucks) on an as-needed basis for Fleet Management of the Public Works Department.

VANGUARD TRUCK CENTER, 2402 S. 19TH AVE., PHOENIX, AZ 85009

COMPANY NAME: Arizona Truck Center
 DOING BUSINESS AS (DBA) NAME: Vanguard Truck Center
 MAILING ADDRESS: 2402 S. 19th Ave., Phoenix, AZ 85009
 REMIT TO ADDRESS: 2402 S. 19th Ave., Phoenix, AZ 85009
 TELEPHONE NUMBER: 602-258-4500
 FACSIMILE NUMBER: 602-258-5905
 WEB SITE: www.vanguardtrucks.com
 REPRESENTATIVE NAME: Tyrone Banks
 REPRESENTATIVE TELEPHONE NUMBER: 602-616-8808
 REPRESENTATIVE E-MAIL: Tyrone.Banks@Vanguardtrucks.com

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

PAYMENT TERMS:
 30 DAYS NET

Other governmental entities under agreement with the County may have access to services provided hereunder.
 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.

ATTACHMENT D
QUALIFICATIONS / AUTHORIZED DEALER/DISTRIBUTOR

Qualifications (Please describe any qualifications, credentials or experience related to the services proposed, including any other pertinent information.)

Vanguard Truck Centers has been in business over 30 years and acquired Arizona Truck Center about 4 years ago with a goal to become a leader in the Valley's truck Business. Our Mission is to lead our industry in consistently meeting or exceeding our customer's expectations, in the pursuit of growth. We plan to achieve this by taking what was a mom & pop organization full of good values and hard workers and elevating it to the next level with corporate organization and these same hard workers. We value the opportunity to work with Maricopa County and hope our expertise in the class 8 truck market will help contribute to the efficiencies of municipal run trucks. Vanguard has 12 locations nationwide and now services Arizona through 3 locations; Phoenix, Tucson and Flagstaff.

Please state the Manufacturer(s) you are authorized to distribute.

1. Mack Trucks
2. Volvo Trucks



VANGUARD TRUCK CENTER, 2402 S. 19TH AVE., PHOENIX, AZ 85009

PRICING SHEET: NIGP CODES: 07206, 07207, 07208

Vendor Number: 2011002144 0

Certificates of Insurance Required

Contract Period: To cover the period ending **December 31, 2017.**

*****ADDED EFFECTIVE 04/23/15*****