

CITY CLERK  
ORIGINAL

C-9238  
09/26/2014

LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
SANDS CHEVROLET, LLC

THIS LINKING AGREEMENT (this "Agreement") is entered into as of September 26, 2014, between the City of Glendale, an Arizona municipal corporation (the "City"), and SANDS CHEVROLET, LLC, an Arizona limited liability company ("Contractor"), collectively, the "Parties."

RECITALS

- A. On **November 18, 2009**, Maricopa County entered into a contract with Contractor to purchase the goods and services described in the **Automotive Maintenance; OEM Service Facilities Contract, Contract No. 09054-C**, which is attached hereto as **Exhibit A**. The **Maricopa County's Automotive Maintenance; OEM Service Facilities Contract** permits its cooperative use by other governmental agencies including the City, pursuant to the Strategic Alliance for Volume Expenditures (SAVE) intergovernmental cooperative purchase agreement. **Maricopa County's Automotive Maintenance; OEM Service Facilities Contract** is hereinafter referred as the Cooperative Purchasing Agreement.
- B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

AGREEMENT

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

1. Term of Agreement. The City is purchasing the supplies and/or services from Contractor pursuant to Cooperative Purchasing Agreement. According to the

original Cooperative Purchasing Agreement award and rate sheet, which are attached hereto as part of **Exhibit B**, purchases can be made by governmental entities from the date of award, which was **November 18, 2009**, until the date the contract expires on **November 30, 2015**, unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not extend the contract beyond **November 30, 2015**. The initial period of this Agreement is therefore is the period from the Effective Date of this Agreement until **November 30, 2015**.

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 hereto 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 incorporate into and are an enforceable part of this Agreement.

3. Compensation.

- a) City shall pay Contractor compensation at the same rate and on the same schedule as the Cooperative Purchasing Agreement, unless the City and Contractor agree otherwise, as provided in **Exhibit B** hereto.
- b) The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed **\$48,000.00**.

4. Cancellation. This Agreement may be cancelled pursuant to ARIZ. REV. STAT. § 38-511.

5. E-verify. Contractor complies with ARIZ. REV. STAT. § 23-214 and agrees to comply with the requirements of ARIZ. REV. STAT § 41-4401.

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

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

and

Sands Chevrolet, LLC  
c/o Scott Rogers  
5418 NW Grand Avenue  
Glendale, AZ 85301  
(623) 931-9331

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:



Brenda S. Fischer, City Manager

“Contractor”

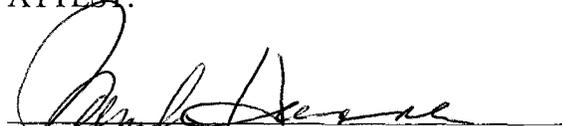
Sands Chevrolet LLC,  
an Arizona limited liability company

By:



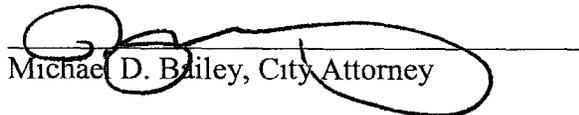
Derek Haddad, Service Director

ATTEST:



Pamela Hanna, City Clerk (SEAL)

Approved as to Form:



Michael D. Bailey, City Attorney

**EXHIBIT A**

Maricopa County Contract No. 09054-C - Automotive Maintenance; OEM Service Facilities

SERIAL 09054 C      AUTOMOTIVE MAINTENANCE; OEM SERVICE FACILITIES

DATE OF LAST REVISION: February 27, 2014      CONTRACT END DATE: November 30, 2015

**CONTRACT PERIOD THROUGH NOVEMBER 30, 2012 2015**

TO:                    All Departments

FROM                 Office of Procurement Services

SUBJECT:            Contract for AUTOMOTIVE MAINTENANCE; OEM SERVICE FACILITIES

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 November 18, 2009.

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/ua  
Attach

Copy to              Office of Procurement Services  
Gidget Vigil, Equipment Services

**AUTOMOTIVE MAINTENANCE; OEM SERVICE FACILITIES**

**1.0 INTENT:**

This Invitation for Bid is intended to establish a contract to provide factory authorized service and original equipment manufacturer (OEM) parts for Maricopa County fleet as required. 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 2 27 and 2 28, below).

**The County reserves the right to add additional contractors, at the County's sole discretion, to ensure adequate coverage to meet geographical or manufacturers needs.**

**2.0 SPECIFICATIONS:**

**2.1 TECHNICAL REQUIREMENTS**

**2.1.1 FACTORY AUTHORIZED SERVICE FACILITIES.**

- 2 1 1 1 The contractors shall be certified as a respective manufacturer's factory authorized service facility for passenger, light and medium duty vehicles.
- 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 coverage with OEM service facilities within fifteen (15) miles of each County service center of all manufacturers listed below where such action serves the County's best interest
- 2 1 1 4 No volume of business is a guarantee
- 2 1 1 5 Hours will be based off of the Mitchell Manual standard hours for services

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

**FOR EXAMPLE: FACILITY ONLY EQUIPPED TO SERVICE \ TRUCKS UP TO 1-TON**

**2 1 2 VEHICLES MANUFACTURER:**

- 2 1 2 1 Vehicle manufacturers on hand are and range from 1999 to current year models:
  - 2 1 2 1 1 General Motors (GM)
  - 2 1 2 1 2 Ford
  - 2 1 2 1 3 Lincoln
  - 2 1 2 1 4 Mercury
  - 2 1 2 1 5 Dodge
  - 2 1 2 1 6 Chrysler
  - 2 1 2 1 7 Toyota
  - 2 1 2 1 8 Honda

**2 1 3 PERCENTAGE OF MANUFACTURERS THE COUNTY HAS IN ROLLING STOCK.**

- 2 1 3 1 1 Ford percentage 68%
- 2 1 3 1 2 GM percentage 21%
- 2 1 3 1 3 Dodge percentage 10%
- 2 1 3 1 4 Toyota and Honda 1% (new to the fleet)

**2 1 4 LABOR RATES**

The contractor shall provide labor rates and the labor time guides (Mitchell Guide) used for normal business hours, after-hours, holidays, and weekends

- 2 1 4 1 The invoices shall be submitted within twenty-four (24) hours from date of service (fax or email copies are acceptable).
- 2 1 4.2 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.

2.1.5 EQUIPMENT SERVICE DEPARTMENT SERVICE CENTERS:

- 2.1 5.1 Equipment Services Department operates five (5) service centers.
- 2 1 5.2 Our operating hours are Monday through Friday, excluding holidays, hours of operation are different per location
  - 2.1.5.2.1 Durango Main Service Center, 3325 W. Durango, Phoenix, 85009 (602-506-4678), 5.00 a m to 4:30 p m.
  - 2.1.5.2.2 Mesa Service Center, 155 E. Coury, Mesa, 85210 (602-506-4794), 6 00 a.m. to 4.30 p.m
  - 2 1 5.2.3 Dysart Service Center, 16821 N. Dysart Rd. Surprise, 85374 (623-583-1836), 7 00 a m. to 3 30 p m.
  - 2 1 5.2 4 Downtown Service Center, 120 S. 4th Ave, Phoenix, 85003 (602-506-2909), 7-00 a m to 3 30 p.m.
  - 2 1 5.2 5 Buckeye Service Center, 26449 W HWY 85, Buckeye, 85326 (623-386-7461), 5:00 a m to 2 30 p.m.

2 1.6 WORK ORDER ASSIGNMENTS:

- 2 1 6 1 Equipment Services' designated employee(s) will coordinate all work order assignments to the contractor(s)
- 2 1 6.2 The designated employee(s) will give the contractor(s) a preliminary diagnosis of the vehicle(s) repair
  - 2.1.6.2 1 To authorize the repair a work order and vehicle number will be issued to the contractor(s).
  - 2.1.6.2 2 If there are any questions, delays and additional repairs, contact the service writers at 602-506-4678 or 602-506-4666 and/or the designated service center

2 1 7 RESPONSE TIME:

- 2 1 7 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.
- 2 1 7 2 The County will be responsible for transporting vehicle(s) not covered under warranty using the current County's Towing Service contract.
- 2 1 7.3 The contractor will be given an expected turn around time when scheduling for service determined by the ESD Service writer.
  - 2 1 7.3.1 If the turn around time cannot be met, the contractor shall not accept the assignment. The County will make other arrangement with another service facility from the contract
  - 2 1 7 3.2 If the contractor has more than five (5) County vehicles at their facility, the County reserves the right to send the County vehicle(s) to another service facility from the contract.
- 2.1.7 4 These items listed are not intended to terminate the contractor from future work order assignments only to eliminate downtime on vehicles

2.1 8 STATUS REPORTS

- 2 1 8 1 The contractor shall submit a daily report with the vehicle number, date received, and detailing the status of the repair via email to the designated employee(s)
- 2 1 8 2 The report shall be submitted every day by 4 00 p m.

2.1.9 PARTS PRICING:

- 2.1.9.1 The parts pricing shall be for replacements parts during repairs.
- 2.1.9.2 All replacement parts shall be of Original Equipment Manufacture (OEM)
  - 2.1.9.2.1 Exceptions are made when OEM parts are no longer available, the County must provide prior approval to replace parts with aftermarket parts.
- 2.1.9.3 All bidders must reference the common point of OEM parts pricing by published cost price with the margin of a plus (+) or minus (-).
- 2.1.9.4 Submit price list(s) by hard copy, website access or CD-Rom.
  - 2.1.9.4.1 If a software license is required to view pricing, the contractor shall provide at no cost to the County.

2.1.10 WARRANTY.

- 2.1.10.1 The minimum warranty shall be 90 days or manufacturers warranty whichever is greater.
- 2.1.10.2 When replacing a warranty part installed at a service facility the invoice shall describe in detail the complaint, cause, cure, and shall be at *no charge* to the County
- 2.1.10.3 The effective date on all warranties shall begin at the time of installation by contractor's service facility or the County

2.1.11 CERTIFICATIONS.

- 2.1.11.1 It is the responsibility of the contractors to meet all safety standards, licenses and manufacturers technicians certifications required to perform service and repairs

2.1.12 SAFETY STANDARDS /REGULATIONS:

- 2.1.12.1 All safety and environmental regulations shall meet.
  - 2.1.12.1.1 Code of Federal Regulation (CFR) under Title 49,
    - 2.1.12.1.1.1 Inspection, Repair, and Maintenance within Part 396,
    - 2.1.12.1.1.2 Parts & Accessories Necessary for Safe Operation within Part 393,
    - 2.1.12.1.1.3 Federal Motor Vehicle Safety Standards within Part 571,
  - 2.1.12.1.2 The Society of Automotive Engineer (SAE) standards,
  - 2.1.12.1.3 Occupational Safety and Health Administration (OSHA)

2.1.13 BUSINESS REQUIREMENTS.

- 2.1.13.1 SETTING UP COUNTY ACCOUNT.
  - 2.1.13.1.1 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
- 2.1.13.2 ADDITIONAL CHARGES & FEES
  - 2.1.13.2.1 The County shall not be responsible for miscellaneous charges or fees unless it is an Arizona State or a Federal mandate
  - 2.1.13.2.2 The only pricing agreement is on Attachment A.

2 1.14 INVOICING REQUIREMENTS

All invoices shall be sent to our main service center billing address listed below. Invoices not disclosing the information below shall be returned to the contractor for the necessary corrections. Invoices must be legible (print/ink must be dark /readable).

Equipment Services  
3325 West Durango St.  
Phoenix, Arizona 85009

Service Invoices:

- 2 1.14 1 Contract number
- 2 1.14.2 County purchase order number (not required if using credit card)
- 2 1 14.3 County work order and vehicle number
- 2 1.14 4 Arrival and completion date
- 2 1.14 5 Vehicle vin number
- 2 1 14 6 Description-complaint, cause, cure
- 2.1 14 7 Part number and description
- 2 1 14 8 Quantity
- 2 1 14 9 Unit price (discount %)
- 2 1.14 10 Extended price
- 2 1.14 11 Warranty
- 2 1 14.12 Labor rate w/total hours
- 2.1 14 13 Sales tax and tax rate (on parts only)
- 2 1 14 14 Total cost

2 1 15 ACCOUNTS PAYABLE CONTACT:

2 1 15.1 For all inquiries on payment processing, contact accounts payable at 602-506-4668 or 602-506-2132

2.1.15.1.1 We encourage electronic invoices and/or statements.

2 1 15.1.2 At no time shall the payments be applied to our monthly statement total.

2 1 15 1.3 All payments shall be applied per invoice

2 1 15 1.4 All invoices and credits shall be listed on the statement

2 1 15 2 Payment shall be made to the Contractor using the Procurement Card or by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Award the Contractor shall fill out an EFT Enrollment form (to be provided by the Procurement Officer) or as located on the County Department of Finance Website as a fillable PDF document ([www.maricopa.gov/finance/](http://www.maricopa.gov/finance/))

2 1 15.3 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 1.16 DOCUMENTATION OF CONTINUED NON-PERFORMANCE:

2.1 16 1 All contractors under the terms and conditions of this contract must comply with the requirements specified herein

2 1 16 2 If the contractor(s) cannot comply with the requirements and is continuously declining service due to over load / back log, out of stock or any other reasons that causes the County to use the open market; this may result in default of the contract

2.1 16 2.1 Upon the first occurrence of non-performance, Equipment Services' designated employee shall contact the contractor to discuss in detail the complaint(s). If there is a reoccurrence of non-performance after communicating verbally / informally and we are deferred to the next contractor or open market, the contractor of record shall be responsible for all costs that exceed the contract rate. Equipment Services shall send the contractor a "letter to improve performance" via fax or email. The letter shall detail the conditions of non-performance with thirty (30) days from the date of the letter to improve performance.

2.1 16.2.2 The second occurrence of non-performance is defined as the contractor not complying with the thirty- (30) day "letter to improve performance". The **Office of Procurement Services** Department shall take over all corrective action. The contractor shall receive a written notice to attend a formal meeting with Equipment Services Department designated personnel and **Office of Procurement Services**. The purpose of the meeting will be to discuss how the contractor will improve performance.

2.1 16 2.3 The third occurrence of non-performance is defined as a thirty (30) day written "Letter of Cure" notice issued by the **Office of Procurement Services** Department. The contractor shall rectify the repeated issues of non-performance. Failure to cure the matter within the allotted time period designated in the "Letter of Cure" or any reoccurrence of non-performance after issuance of the "Letter of Cure" may result in contract termination for non-performance.

## 2.2 FACILITY INSPECTION

The County reserves the right to visit the contractor's facilities at any time during the evaluation period and thereafter the contract has been awarded. The contractor shall have necessary equipment and personnel in order to ensure full compliance with the terms of this contract at all times.

## 2.3 MAINTENANCE:

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

## 2.4 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.

## 2.5 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.

2.6 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.

2.7 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE)

The County is a member of the \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of \$AVE may access a contract resulting from a solicitation issued by the County. If you do not want to grant such access to a member of \$AVE, please so state in your proposal. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal

2.8 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)

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

3.0 SPECIAL TERMS & CONDITIONS:

3.1 CONTRACT TERM:

This Invitation for Bid is for awarding a firm, fixed-price purchasing contract to cover a term of three (3) year

3.2 OPTION TO RENEW:

max extension to 11-30-15

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

3.3 PRICE ADJUSTMENTS

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

3.4 INDEMNIFICATION

3.4.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with

any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.

3 4 2 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

3 4 3 The scope of this indemnification does not extend to the sole negligence of County.

### 3.5 INSURANCE REQUIREMENTS

3.5.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M Best, Inc rating of B++6 In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County The form of any insurance policies and forms must be acceptable to County

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

3 5 3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it

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

3 5 5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit

3 5 6 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates County shall not be obligated to review policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract

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

3 5.8 The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

3 5 9 Commercial General Liability

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000

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

3.5.10 Automobile Liability:

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

3.5.11 Workers' Compensation

3.5.11.1 Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

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

3.5.12 Certificates of Insurance.

3.5.12.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title

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

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

3.5.13 Cancellation and Expiration Notice

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

3.6 PROCUREMENT CARD ORDERING CAPABILITY

County may determine to use a procurement card that may be used from time-to-time, to place and make payment for orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.7 INTERNET ORDERING CAPABILITY:

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

3.8 REQUIREMENTS CONTRACT:

3.8.1 Contractors signify their understanding and agreement by signing a bid submittal, that the Contract resulting from the bid will be a requirements contract. However, the Contract does not guarantee any minimum or maximum number of purchases will be made. It only indicates that if purchases are made for the materials contained in the Contract, they will be purchased from the Contractor awarded that item. Orders will only be placed when the County identifies a need and proper authorization and documentation have been approved.

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

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

3.9 ORDERING AUTHORITY.

3.9.1 The Contractor should understand that any request for purchase of product(s) shall be accompanied by a valid purchase order, issued by **Office of Procurement Services**, or by a Certified Agency Procurement Aid (CAPA).

3.9.2 County departments, cities, other counties, schools and special districts, universities, nonprofit educational and public health institutions may also purchase from under this Contract at their discretion and/or other state and local agencies (Customers) may procure the products under this Contract by the issuance of a purchase order to the Respondent. Purchase orders must cite the Contract number.

3.9.3 Contract award is in accordance with the Maricopa County Procurement Code. All requirements for the competitive award of this Contract have been met. A purchase order for the product(s) is the only document necessary for Customers to purchase and for the Contractor to proceed with delivery of product(s) available under this Contract.

3.9.4 Any attempt to represent any product not specifically awarded under this Contract is a violation of the Contract. Any such action is subject to the legal and contractual remedies available to the County, inclusive of, but not limited to, Contract cancellation, suspension and/or debarment of the Contractor.

3.10 UNCONDITIONAL TERMINATION FOR CONVENIENCE

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

3 11 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 12 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 13 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.

3.14 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 15 ADDITIONS/DELETIONS OF SERVICE:

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

3 16 SUBCONTRACTING.

3 16 1 The Contractor may not assign a Contract or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

3 16 2 The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

3 17 AMENDMENTS.

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

3 18 **ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW:**

3.18 1 **In accordance with section MCI 367 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.**

3.18.2 **If the Contractor's books, records , accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.**

3 19 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

3.20 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 21 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 22 RELATIONSHIPS:

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the County and the Contractor

3.23 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

3 23 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 23 1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

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

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

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

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

3.23.1.4.2 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.

### 3.24 ALTERNATIVE DISPUTE RESOLUTION

3.24.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:

3.24.1.1 Render a decision;

3.24.1.2 Notify the parties that the exhibits are available for retrieval; and

3.24.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice)

3.24.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.

3.24.3 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.

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

3.25.1 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. 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. I-9 forms are available for download at USCIS.GOV.

3.25.2 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.

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

3.26.1 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

3.26.2 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

3.27 CONTRACTOR LICENSE REQUIREMENT

3.27.1 The Respondent shall procure all permits, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his business. The Respondent shall keep fully informed of existing and future Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same.

3.27.2 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) 542-1502 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

3.28 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:**

3.28.1 **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,**

3.28.2 **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.**

3.29 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.

**EXHIBIT B**

Sands Chevrolet, LLC – Pricing Schedules/Labor Rates

**SANDS MOTOR COMPANY, 5418 NW GRAND AVE GLENDALE, AZ 85301**

COMPANY NAME: Sands Motor Company  
 DOING BUSINESS AS (DBA) NAME: Sands Chevrolet  
 MAILING ADDRESS: 5418 NW Grand Ave Glandale, AZ 85301  
 REMIT TO ADDRESS: 5418 NW Grand Ave Glendale, AZ 85301  
 TELEPHONE NUMBER: 623-931-9399  
 FACSIMILE NUMBER: 623-915-6565  
 WEB SITE: sandschevrolet.com  
 REPRESENTATIVE NAME: Chad Welsh  
 REPRESENTATIVE TELEPHONE NUMBER: 623-261-0570  
 REPRESENTATIVE E-MAIL: cwelsh@sandschevrolet.com

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

WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:  YES  NO

FUEL COMPRISES (if section for fuel price adjustment is 0% OF TOTAL BID AMOUNT located in the solicitation document)

NET 30 DAYS  2% 10 DAYS NET 30 DAYS  5% 30 DAYS NET 31 DAYS

Title	Unit Price	UofM
Aftermarket Jobber pricing for replacement parts when OEM is not available	10.00%	each

**ADDITIONAL PRICING INFORMATION**

All bidders shall reference the common point of parts pricing by published cost price with the margin of a plus (+) or minus (-). Submitting price list by attaching list through Bidsync.com

MANUFACTURER	PUBLISHED COST PRICE COLUMN TO BE USED	MARGIN PLUS (+) OR MINUS (-)
General Motors	\$75.00/hour	Cost +15%
Ford	\$75.00/hour	Cost +15%
Dodge	\$75.00/hour	Cost +15%
Honda	\$75.00/hour	Cost +15%
Toyota	\$75.00/hour	Cost +15%

Indicate the GVW your facility is equipped to service (see Section 2.1.2) 0-42,000GVW

Aftermarket Jobber pricing for replacement parts when OEM is not available for repair Cost +15 %

Business Hours 7-6 M-F Sat 7-2

Service Advisors Name & contact information: Scott Rogers 623-842-5241 srogers@sandschevrolet.com

List the name and address on the County service center your able to support our requirements (See section 2 1 5)

Durango Service Center, 3325 W. Durango Street, Phoenix, AZ 85009

	Yes	No	Provide Location address
Chevrolet	<input checked="" type="checkbox"/>	<input type="checkbox"/>	5418 NW Grand Ave Glendale, AZ 85301
Ford	<input checked="" type="checkbox"/>	<input type="checkbox"/>	5418 NW Grand Ave Glendale, AZ 85301
Dodge	<input checked="" type="checkbox"/>	<input type="checkbox"/>	5418 NW Grand Ave Glendale, AZ 85301

**SANDS MOTOR COMPANY, 5418 NW GRAND AVE GLENDALE, AZ 85301**

Honda	<input checked="" type="checkbox"/>	<input type="checkbox"/>	5418 NW Grand Ave Glendale, AZ 85301
Toyota	<input checked="" type="checkbox"/>	<input type="checkbox"/>	5418 NW Grand Ave Glendale, AZ 85301
Other:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	5418 NW Grand Ave Glendale, AZ 85301

**Dysart Service Center, 16821 North Dysart Road, Surprise, Arizona 85374**

	Yes	No	Provide Location address
Chevrolet	<input checked="" type="checkbox"/>	<input type="checkbox"/>	5418 NW Grand Ave Glendale, AZ 85301
Ford	<input checked="" type="checkbox"/>	<input type="checkbox"/>	5418 NW Grand Ave Glendale, AZ 85301
Dodge	<input checked="" type="checkbox"/>	<input type="checkbox"/>	5418 NW Grand Ave Glendale, AZ 85301
Honda	<input checked="" type="checkbox"/>	<input type="checkbox"/>	5418 NW Grand Ave Glendale, AZ 85301
Toyota	<input checked="" type="checkbox"/>	<input type="checkbox"/>	5418 NW Grand Ave Glendale, AZ 85301
Other:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	5418 NW Grand Ave Glendale, AZ 85301

**Downtown Service Center, 120 South 4th Avenue, Phoenix, Arizona 85003**

	Yes	No	Provide Location address
Chevrolet	<input checked="" type="checkbox"/>	<input type="checkbox"/>	5418 NW Grand Ave Glendale, AZ 85301
Ford	<input checked="" type="checkbox"/>	<input type="checkbox"/>	5418 NW Grand Ave Glendale, AZ 85301
Dodge	<input checked="" type="checkbox"/>	<input type="checkbox"/>	5418 NW Grand Ave Glendale, AZ 85301
Honda	<input checked="" type="checkbox"/>	<input type="checkbox"/>	5418 NW Grand Ave Glendale, AZ 85301
Toyota	<input checked="" type="checkbox"/>	<input type="checkbox"/>	5418 NW Grand Ave Glendale, AZ 85301
Other	<input checked="" type="checkbox"/>	<input type="checkbox"/>	5418 NW Grand Ave Glendale, AZ 85301

**Buckeye Service Center, 26449 West Highway 85, Buckeye, Arizona 85326**

	Yes	No	Provide Location address
Chevrolet	<input checked="" type="checkbox"/>	<input type="checkbox"/>	5418 NW Grand Ave Glendale, AZ 85301
Ford	<input checked="" type="checkbox"/>	<input type="checkbox"/>	5418 NW Grand Ave Glendale, AZ 85301
Dodge	<input checked="" type="checkbox"/>	<input type="checkbox"/>	5418 NW Grand Ave Glendale, AZ 85301
Honda	<input checked="" type="checkbox"/>	<input type="checkbox"/>	5418 NW Grand Ave Glendale, AZ 85301
Toyota	<input checked="" type="checkbox"/>	<input type="checkbox"/>	5418 NW Grand Ave Glendale, AZ 85301
Other	<input checked="" type="checkbox"/>	<input type="checkbox"/>	5418 NW Grand Ave Glendale, AZ 85301

**PRICING SHEET NIGP CODE 06071**

Vendor Number 2011001304 0

Certificates of Insurance Required

Contract Period To cover the period ending November 30, 2012 2015.

**ADDED EFFECTIVE 11/10/11**