CITY CLERK
ORIGINAL

C-10918
06/14/2016

LINKING AGREEMENT BETWEEN THE CITY OF GLENDALE, ARIZONA AND AN CHEVROLET-ARROWHEAD, INC.

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this 14 day of June, 2016, between the City of Glendale, an Arizona municipal corporation (the "City"), and AN Chevrolet-Arrowhead, Inc.,, a Delaware corporation authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

RECITALS

A. On December 17, 2015, under the S.A.V.E. Cooperative Purchasing Agreement, Maricopa County entered into a contract with Contractor to purchase the goods and services described in the Automotive Maintenance for OEM Facilities Contract, Contract No. 16030-S ("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 17, 2015, until the date the contract expires on December 31, 2016, unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not be extended beyond December 31, 2020. The initial period of this

Agreement, therefore, is the period from the Effective Date of this Agreement until December 31, 2016. The City Manager or designee, however, may renew the term of this Agreement for four (4) one-year periods until the Cooperative Purchasing Agreement expires on December 31, 2020. Renewals are not automatic and shall only occur if the City gives the Contractor notice of its intent to renew. The City may give the Contractor notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such renewal.

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

A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as Exhibit B.

B. Contractor 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 seventy-five thousand dollars ($75,000) annually for a total amount not to exceed three hundred and seventy-five dollars ($375,000) 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. 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

AN Chevrolet-Arrowhead, Inc.
c/o Mr. Todd Garrett
162 E. 1st Avenue
Mesa, AZ 85210

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

"City"

City of Glendale, an Arizona
municipal corporation

By: _____
Kevin R. Phelps
City Manager

"Contractor"

AN Chevrolet-Arrrowhead, Inc.,
a Delaware corporation

By: _____
Name: Todd Garrett
Title: Wholesale Marketing Manager

ATTEST:

_____
Pamela Hanna (SEAL)
City Clerk

APPROVED AS TO FORM:

_____
Michael D. Bailey
City Attorney

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
AN CHEVROLET-ARROWHEAD, INC.

EXHIBIT A
AUTOMOTIVE MAINTENANCE FOR OEM FACILITIES CONTRACT

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
AN CHEVROLET-ARROWHEAD, INC.

EXHIBIT B
Scope of Work

PROJECT

Service and repair of Chevrolet passenger, light and medium duty vehicles for Fleet Management of the Public Works Department.

SERIAL 16030 S AUTOMOTIVE MAINTENANCE FOR OEM FACILITIES

DATE OF LAST REVISION: February 4, 2016 CONTRACT END DATE: December 31, 2016

CONTRACT PERIOD THROUGH DECEMBER 31, 2016

TO: All Departments

FROM: Office of Procurement Services

SUBJECT: Contract for **AUTOMOTIVE MAINTENANCE FOR OEM 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 **December 17, 2015.**

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Chief Procurement Officer
Office of Procurement Services

NP/at
Attach

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

(Please remove Serial 09054-C from your contract notebooks)

AUTOMOTIVE MAINTENANCE FOR OEM FACILITIES

1.0 INTENT:

This Invitation for Bid (IFB) is intended to establish a contract to provide original equipment manufacturer (OEM) authorized service and parts facilities for Maricopa County fleet on an as needed bases. The County's expectations are to establish coverage for five (5) County Service Centers for warranty work; safety hazards that deem the County vehicle unsafe to operate and overflow work to cut-down further downtime.

All charges to the County shall be in accordance with the terms of the resultant pricing agreement. Purchases are authorized by purchase order or purchase credit card only.

Other governmental entities under agreement with the County may have access to services provided hereunder (see also Sections 3.9 and 3.10, below).

The County reserves the right to add additional contractors, at the County's sole discretion, in cases where the currently listed contractors are of an insufficient number or skill-set to satisfy the County's needs or to ensure adequate competition on any project or task order work.

2.0 SPECIFICATIONS:

2.1 OEM AUTHORIZED SERVICE FACILITIES:

2.1.1 The OEM service facility must be certified as a factory authorized service facility for passenger, light and medium duty vehicles. All technicians shall be manufacturer certified to perform the service and repairs.

2.1.2 The OEM service facility shall be open Monday through Friday from 8:00 a.m. to 5:00 p.m.

2.1.3 The County's expectations are to establish coverage with OEM service facilities within fifteen (15) miles radius from each County service center supporting the manufacturers listed below. This is not intended to be restrictive. Any authorized service facility may offer to support all County service centers.

2.1.4 No volume of business is a guarantee.

NOTE: IT IS IMPORTANT TO INDICATE THE GROSS VEHICLE WEIGHT (GVW) YOUR 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 20,000 GVW

2.1.5 HOURLY RATES:

The OEM service facility shall provide an hourly rate for normal business hours, after-hours, holidays, and weekends. The amount of labor time shall not exceed the manufacturer guidelines.

2.2 PARTS PRICING:

The parts pricing shall be for only replacements parts during service /repairs.

2.2.1 All replacement parts shall be of OEM. Exceptions are made when OEM parts are no longer available, the County must provide prior approval to replace parts with aftermarket parts.

2.2.2 **All bidders must reference the common point of OEM parts pricing by published cost price with the margin of a plus (=) or minus (-).** ~~All bidders must complete Attachment A-1 and list their catalog of OEM parts pricing, and list discount/markup with the margin of a plus (+) or minus (-) a percentage figure in Attachment A. Respondents are instructed to use the applicable manufacturer pricing catalog(s) when completing Attachment A-1.~~

2.2.3 WARRANTY:

The minimum warranty shall be 90 days or manufacturer's warranty whichever is greater.

2.2.4 STATUS REPORTS:

The contractor shall submit a daily status report by email no later than 4:00 p.m. each day to all County's service centers the estimated time for each vehicle(s) to be returned to the County's service centers. The report shall include date received, County's work order number and vehicle number and detail of the status of the repair.

2.3 SAFETY STANDARDS /REGULATIONS:

All safety and environmental regulations shall meet Code of Federal Regulation (CFR) under Title 49;

2.3.1 Inspection, Repair, and Maintenance within Part 396,

2.3.2 Parts & Accessories Necessary for Safe Operation within Part 393,

2.3.3 Federal Motor Vehicle Safety Standards within Part 571,

2.3.4 The Society of Automotive Engineer (SAE) standards,

2.3.5 Occupational Safety and Health Administration (OSHA).

2.4 EQUIPMENT SERVICE DEPARTMENT SERVICE CENTERS:

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

2.4.1 Durango Main Service Center, 3325 W. Durango, Phoenix, 85009 (602-506-4678), 5:00 a.m. to 4:30 p.m.

2.4.2 Mesa Service Center, 155 E. Coury, Mesa, 85210 (602-506-4794), 6:00 a.m. to 2:30 p.m.

2.4.3 Dysart Service Center, 16821 N. Dysart Rd. Surprise, 85374 (623-583-1836), 7:00 a.m. to 3:30 p.m.

2.4.4 Downtown Service Center, 120 S. 4th Ave, Phoenix, 85003 (602-506-3230), 7:30 a.m. to 4:00 p.m.

2.4.5 Buckeye Service Center, 26449 W. HWY 85, Buckeye, 85326 (623-386-7461), 6:00 a.m. to 3:30 p.m.

2.5 COUNTY'S ROLLING STOCK:

The County's current rolling stock is as follows but is not limited to:

- Chevrolet
- Ford
- Dodge
- Honda
- Toyota

- Nissan
- Isuzu

2.6 WORK ORDER ASSIGNMENTS:

2.6.1 Equipment Services' designated employee(s) will coordinate all work order assignments to the contractor(s). There will be work order assignments that will involve a public safety vehicle(s) (i.e., Sheriff's vehicles, Adult Probation). These service requests are time sensitive and are criterial in getting back on the road. Service request as such take priority over other work assignments.

2.6.2 The designated employee(s) will provide the contractor(s) a preliminary diagnosis of the vehicle(s) repair.

2.6.3 The contractor will be provided an expected turnaround date at the time of the work order assignment. If the contractor shall not meet this time frame, the County will make other arrangements with the next authorized service facility on contract.

2.6.4 No other County department has the authorization to request service to a County vehicle. Any unauthorized service performed by a contractor results in non-payment, no exceptions. For best practice always contact Equipment Services Department main service center (602-506-4678) when receiving a County vehicle without our work order number.

2.7 MINOR REPAIRS UNDER TWO HUNDRED DOLLARS ($200.00) FOR REPLACEMENT PART(S) AND SERVICE:

The contractor(s) is authorized without written consent to perform minor repairs / replacement parts not to exceed $200.00 plus (+) tax, such as tire repair, replace a head light, replace air filter, wiper blades, battery, etc.). Do not perform any preventative maintenance.

2.8 REPAIRS OVER TWO HUNDRED DOLLARS ($200.00) FOR REPLACEMENT PART(S) OR SERVICE:

The contractor(s) must submit by email to the shop supervisor / lead for prior approval to perform any repairs or replacement parts exceeding $200.00; which may be deem to be a safety hazard to operate the County vehicle. The written request shall list the Complaint, Cause, and Cure with the cost of replacement parts, hourly rate with hours. All repairs must be completed same business day. Do not request to perform any preventative maintenance.

2.9 RESPONSE TIME:

2.9.1 All response times to pick-up a vehicle for service shall be within the same business day, unless an arrangement has been made by both parties.

2.9.2 The contractor(s) are responsible for picking up all vehicles under warranty and returning back to the designated service center at no cost to the County. The vehicle(s) not covered under warranty, indicate if applicable if there is a cost to pick up and deliver in the pricing section of this IFB. The County reserves the right to utilize the County's current towing contract if necessary to deliver a vehicle to your service facility.

2.9.3 If the contractor has more than five (5) County vehicles at their facility, the County reserves the right to not assign any further work order assignments until all vehicles are turned to the County.

2.9.4 If the contractor has more than five (5) County vehicles at their facility and no repairs have been completed and no communications has been submitted, the County reserves the right to picked up the vehicle and any cost incurred will be charged to the contractor(s) for non-performance.

2.10 BUSINESS REQUIREMENTS:

2.10.1 SETTING UP COUNTY ACCOUNT:
It shall be the responsibility of all contractors to communicate with their parts department, service area, accounts receivable and other areas involved in the compliance of this contract.

2.10.2 The invoices shall be submitted within forty-eight (48) hours from date of service. Electronic copies are acceptable.

2.10.3 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.

2.11 ACCOUNTS PAYABLE CONTACT:

For all inquiries on payment processing, contact accounts payable at 602-506-4668. We encourage electronic invoices and/or statements.

2.11.1 At no time shall the payments be applied to our monthly statement total. All payments shall be applied per invoice. All invoices and credits shall be listed on the statement.

2.12 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.

2.13 TECHNICAL AND DESCRIPTIVE SALES LITERATURE:

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

3.0 PURCHASING REQUIREMENTS:

3.1 ACCEPTANCE:

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

3.2 FACTORY AUTHORIZED SERVICE AVAILABILITY:

The Contractor shall have and maintain a local factory authorized service facility within the Phoenix, Arizona metropolitan area. The facility shall be capable of supplying and installing component parts, troubleshooting, repairing and maintaining the material(s). Minimum service hours shall be from 8:00 A.M. through 5:00 P.M., Arizona Time, Monday through Friday.

3.3 USAGE REPORT:

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

3.4 INVOICES AND PAYMENTS:

3.4.1 The Contractor shall submit one (1) legible copy of their detailed invoice before payment(s) can be made. Incomplete invoices will not be processed. At a minimum, the invoice must provide the following information:

- Contract number
- County purchase order number (not required if using credit card)
- County work order and vehicle number
- Vehicle number or vin#
- Description-complaint, cause, cure
- Part number and description
- Quantity
- Unit price (per contract discount)
- Extended price
- Warranty
- Hourly rate w/total hours
- Sales tax and tax rate (on parts only)
- Total cost

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

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

3.4.4 Discounts offered in the contract shall be calculated based on the date a properly completed invoice is received by the County (ROI).

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

3.5 APPLICABLE TAXES:

3.5.1 **Payment of Taxes:** The Contractor shall pay all applicable taxes. With respect to any installation labor on items that are not attached to real property performed by Contractor under the terms of this Contract, the installation labor cost and the gross receipts for materials provided shall be listed separately on the Contractor's invoices.

3.5.2 **State and Local Transaction Privilege Taxes:** Maricopa County is subject to all applicable state and local transaction privilege taxes. To the extent any state and local transaction privilege taxes apply to sales made under the terms of this contract it is the responsibility of the seller to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.

3.5.3 **Tax Indemnification:** Contractor and all subcontractors shall pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold Maricopa County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

3.6 TAX: (SERVICES)

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

3.7 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.

3.8 POST AWARD MEETING:

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

3.9 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.

3.10 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.

3.11 VOLUNTARY EMPLOYEE DISCOUNTS

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

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

4.0 CONTRACTUAL TERMS & CONDITIONS:

4.1 CONTRACT TERM:

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

4.2 OPTION TO RENEW:

The County may, at its option and with the concurrence of the Contractor, renew the term of this Contract up to a maximum of four (4) additional years, (or at the County's sole discretion, extend the contract on a month to month basis for a maximum of six (6) months after expiration). The Contractor shall be notified in writing by the Office of Procurement Services of the County's intention to renew the contract term at least thirty (60) calendar days prior to the expiration of the original contract term..

4.3 PRICE ADJUSTMENTS:

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

4.4 INDEMNIFICATION:

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

Contractor's duty to defend, indemnify, and hold harmless the County, its agents, representatives, agents, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss, or expense that is attributable to bodily injury, sickness, disease, death or injury to, impairment of, or destruction of tangible property, including loss of use resulting there from, caused by negligent acts, errors, omissions, or mistakes in the performance of this Contract, but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, any one directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

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

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

4.5 INSURANCE

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

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

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

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

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

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

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

4.5.8 **Commercial General Liability.**

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

4.5.9 **Automobile Liability.**

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

4.5.10 **Workers' Compensation.**

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.
Contractor, its contractors and its subcontractors waive all rights against Contract 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, its contractors and its subcontractors pursuant to this Contract.

4.5.11 **Errors and Omissions (Professional Liability) Insurance.**

Errors and Omissions (Professional Liability) insurance and, if necessary, Commercial Umbrella insurance, which will insure and provide coverage for errors or omissions or

professional liability of the **CONTRACTOR**, with limits of no less than $2,000,000 for each claim.

4.5.12 Certificates of Insurance.

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

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

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

4.5.13 Cancellation and Expiration Notice.

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to Maricopa County. Contractor must provide to Maricopa County, within 2 business days of receipt, if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to Maricopa County Office of Procurement Services and shall be mailed, emailed, hand delivered or sent by facsimile transmission to (320 West Lincoln Street, Phoenix, AZ 85003, Phone Number602/506-3967 /Fax Number 602/258-1573).

4.6 ORDERING AUTHORITY:

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

4.7 REQUIREMENTS CONTRACT:

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

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

4.7.3 Contractors agree to accept verbal notification of cancellation of Purchase Orders from the County Procurement Officer with written notification to follow. By submitting a bid

in response to this Invitation for Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

4.8 Suspension of Work

The Procurement Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Procurement Officer determines appropriate for the convenience of the County. No adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor. No request for adjustment under this clause shall be granted unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

4.9 Stop Work Order

The Procurement Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Procurement Officer shall either—

4.9.1 Cancel the stop-work order; or

4.9.2 Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the County, clause of this contract.

4.9.3 The Procurement Officer may make an equitable adjustment in the delivery schedule and/or contract price, or otherwise, and the contract shall be modified, in writing, accordingly, if the Contractor demonstrates that the stop work order resulted in an increase in costs to the Contractor.

4.10 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

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

4.11 TERMINATION FOR DEFAULT:

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

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

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

4.11.3 Perform any of the other provisions of this contract.

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

4.12 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

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

4.13 OFFSET FOR DAMAGES:

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

4.14 SUBCONTRACTING:

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

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

4.15 AMENDMENTS:

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

4.16 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.

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

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

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

4.17.3 If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future invoices, request for credit, request for a check or deduction from current billings Submitted by the Contractor by the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the Contractor by issuing a check payable to Maricopa County.

4.18 VALIDITY:

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

4.19 RIGHTS IN DATA:

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

4.20 RELATIONSHIPS:

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

4.20.2 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.

4.21 NON-DISCRIMINATION:

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website http://azmemory.azlibrary.gov/cdm/singleitem/collection/execorders/id/680/rec/1 which is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, CONTRACTOR shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

4.22 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

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

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

4.22.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or

commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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

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

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

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

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

4.23.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 4.23 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

4.24 CONTRACTOR LICENSE REQUIREMENT:

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

4.24.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to posses the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain

licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

4.25 INFLUENCE

As prescribed in MC1-1202 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct, may be grounds for Disbarment or Suspension under MC1-902.
An attempt to influence includes, but is not limited to:

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

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

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

4.26 PUBLIC RECORDS:

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

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
AN CHEVROLET-ARROWHEAD, INC.

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. 16030-S.

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 $75,000 annually or $375,000 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

Service and repair of Chevrolet passenger, light and medium duty vehicles for Fleet Management of the Public Works Department.

AUTONATION, 162 E. 1ST AVE, MESA, ARIZONA 85210

SERIAL 16030

NIGP CODE: 06069, 70, 71, 72, 73, 74

RESPONDENT NAME:	AutoNation
VENDOR NUMBER :	
ADDRESS:	162 E. 1st Ave, Mesa, Arizona 85210
P.O. ADDRESS:	AutoNation SSC Attn: Accounts Receivable / Credit Department, Suite 350, 1925 W. John Carpenter Freeway, Irving, TX. 75063
TELEPHONE NUMBER:	480 827-3370
FACSIMILE NUMBER:	623 505-2633
WEB SITE:	www.autonation.com
REPRESENTATIVE:	Todd Garrett
REPRESENTATIVE E-MAIL:	garrettT@autonation.com

	YES	NO	REBATE OR DISCOUNT
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	[X]	[ ]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[X]	[ ]	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: (Payment shall be made within 48 hours of utilizing the Purchasing Card)	[ ]	[X]	%
VOLUNTARY EMPLOYEE DISCOUNT OFFER	[X]	[ ]	Same as provided in section 1.1 and 1.2.1

PAYMENT TERMS:

[X] NET 30 DAYS

1.0 PRICING:

ITEM DESCRIPTION

MANUFACTURER	MARGIN PLUS (+) OR MINUS (-)
General Motors	Dealer Cost +4%
Ford	Dealer Cost + 5%
Dodge	Dealer Cost +10%
Nissan	Dealer List - 20%
Honda	Dealer List - 20%
Toyota	Dealer List - 20%
Isuzu	

Other Manufacturer/Pricing (List):

Audi, BMW, Fiat	Dealer List - 10%
Hyundai, Scion, Subaru	Dealer List - 10%

AUTONATION, 162 E. 1ST AVE, MESA, ARIZONA 85210

1.2 Hourly rate and information.

1.2.1 Hourly rate at service facility	$72.50 on GM, Dodge	$85.00 Nissan, Honda, Toyota, Other
1.2.2 Hourly rate for after hours, weekends, holidays and emergency (if different)	$72.50 on GM, Dodge	$85.00 Nissan, Honda, Toyota, Other
1.2.3 Indicate the GVW your facility is equipped to service (see Section 2.1.2)	9,000 - 18,000 automotive lifts depending upon OEM facility	
1.2.4 Indicate if a pick-up and delivery charge for vehicles not covered under warranty		$0.00 if drivable only
1.2.5 Business Hours	Monday thru Friday 7:00am - 7:00pm Saturday 7:00am - 5:00pm Sunday Closed	
1.2.6 Service Advisors Name & contact information:	Depends upon service facility. Please refer to *AutoNation Warehouse Service Locations Maricopa County	
1.2.7 List the name and address on the County service center your able to support our requirements (See section 2.1.3)	Please refer to attachment titled, **AutoNation Locations matched to Maricopa County Facilities" for further details	

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

	Yes	No	Provide Location address
Chevrolet	XX		Please refer to, **"AutoNation
Ford		X	Locations matched to Maricopa
Dodge	X		County Facilities" for all
Honda		X	addresses.
Toyota	X		
Nissan	X		*XX means multiple dealers available
Isuzu		X	
Other	X		

1.2.7.2 Mesa Service Center, 155 East Coury, Mesa, Arizona 85210

	Yes	No	Provide Location address
Chevrolet	XX		Please refer to,** "AutoNation
Ford		X	Locations matched to Maricopa
Dodge		X	County Facilities" for all
Honda	X		addresses.
Toyota	X		
Nissan	XX		*XX means multiple dealers available
Isuzu		X	
Other	X		

AUTONATION, 162 E. 1ST AVE, MESA, ARIZONA 85210

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

	Yes	No	Provide Location address
Chevrolet	X		Please refer to, **"AutoNation
Ford		X	Locations matched to Maricopa
Dodge	X		County Facilities" for all
Honda		X	addresses.
Toyota		X	
Nissan		X	
Isuzu		X	
Other	X		

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

	Yes	No	Provide Location address
Chevrolet	XX		Please refer to, **"AutoNation
Ford		X	Locations matched to Maricopa
Dodge	X		County Facilities" for all
Honda		X	addresses.
Toyota	X		
Nissan	X		*XX means multiple dealers available
Isuzu		X	
Other	X		

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

	Yes	No	Provide Location address
Chevrolet		X	Please refer to, **"AutoNation
Ford		X	Locations matched to Maricopa
Dodge		X	County Facilities" for all
Honda		X	addresses.
Toyota		X	
Nissan		X	
Isuzu		X	
Other		X	

*AutoNation Warehouse Service Location Team Members for Maricopa County

AutoNation Parts Center Phoenix (formerly Brown & Brown Chevrolet)
Parts Specialist - Greg Hartley (480) 827-3413 mailto:hartleyg@autonation.com

AutoNation Chevrolet Arrowhead (101 and Bell Rd. area)
Service - Paul Dunaway (623) 853-9308 dunawayp@autonation.com

AutoNation Chevrolet of Gilbert (S. Loop 202 & Val Vista Rd. area)
Service Advisor - Gordon Bradford (480) 827-3402 Bradfordg@autonation.com

AutoNation Chevrolet Superstition Springs (Hwy 60 and Power Rd.)
Service Director - Mark Thomas (480) 615-4500 thomasM3@autonation.com

AutoNation Chrysler, Dodge, Jeep Ram of North Phoenix (I-17 and Bell Rd. area)
Parts Specialist - Dan Shaul (602) 504-2308 shauld@autonation.com
Service Advisor - Maureen Working (602) 504-2206 workingm@autonation.com

AUTONATION, 162 E. 1ST AVE, MESA, ARIZONA 85210

AutoNation Ford Scottsdale (Frank Lloyd Wright & N. Loop 101 area)
Parts Specialist – Gary Shipman (480) 556-5650 shipmang@autonation.com
Service Advisor - Michael Quinton (480) 991-3333 quintonm@autonation.com
AutoNation Honda (Gilbert Rd. and S. Loop 202 area)
Parts Specialist - Skip Crevasse (480) 285-2893 crevasseh@autonation.com
Service Advisor – Darien Humbert (480) 285-2865 humbertD@autonation.com
AutoNation Hyundai (Elliot Rd. and I-10 area)
Parts Specialist - Ann Perna (480) 344-4902 pernaA@autonation.com
Service Advisor – Gabe Ratliff (480) 344-4913 ratliffg@autonation.com
AutoNation Nissan Chandler (Gilbert and S. Loop 202 area
Service Advisor – Jason Schumacher (480) 461-4300 SchumacherJ@autonation.com
AutoNation Nissan (Elliot Rd. and I-10 area)
Parts Specialist – Jerry Sesma (480) 461-4338 sesmaj@autonation.com
Service Advisor – Scott Shaffer (480) 598-6000 shafferS@autonation.com
AutoNation Toyota (Elliot Rd. and I-10 area)
Parts Specialist – Chad Bendel (480) 598-2410 bendelC@autonation.com
Assistant Service Manager – Randy Scott (480) 598-2437 scottR5@autonation.com

**AutoNation Locations matched to Maricopa County Facilities

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

AutoNation Chevrolet Gilbert 3215 South Auto Way Gilbert, AZ. 85297	31.74 miles
AutoNation Chevrolet Arrowhead 9055 W. Bell Rd. Peoria, AZ. 85382	18.18 miles
AutoNation Chrysler Dodge Jeep Ram 16406 N. 26th Ave. Phoenix, AZ. 85023	16.18 miles
AutoNation Toyota Tempe 7970 S. Autoplex Loop Tempe, AZ. 85284	14.94 miles
AutoNation Nissan Tempe 7755 S. Autoplex Loop Tempe, AZ. 85284	14.66 miles
AutoNation Hyundai Tempe 8050 S. Autoplex Loop Tempe, AZ. 85284	15.14 miles
AutoNation Fiat North Phoenix 2625 W. Bell Rd. Phoenix, AZ. 85023	16.07 miles

AUTONATION, 162 E. 1ST AVE, MESA, ARIZONA 85210

Mesa Service Center, 155 East Coury, Mesa, Arizona 85210

AutoNation Chevrolet Gilbert 3215 South Auto Way Gilbert, AZ. 85297	10.30 miles
AutoNation Chevrolet Superstition Springs 6330 E. Superstition Springs Blvd. Mesa, AZ. 85206	8.45 miles
AutoNation Honda Chandler 1150 S. Gilbert Rd. Chandler, AZ. 85286	8.84 miles
AutoNation Nissan Chandler 1350 S. Gilbert Rd. Chandler, AZ. 85286	8.86 miles
AutoNation Toyota Tempe 7970 S. Autoplex Loop Tempe, AZ. 85284	10.49 miles
AutoNation Nissan Tempe 7755 S. Autoplex Loop Tempe, AZ. 85284	10.21 miles
AutoNation Hyundai Tempe 8050 S. Autoplex Loop Tempe, AZ. 85284	10.35 miles

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

AutoNation Chevrolet Arrowhead 9055 W. Bell Rd. Peoria, AZ. 85382	5.50 miles
AutoNation Chrysler Dodge Jeep Ram 16406 N. 26th Ave. Phoenix, AZ. 85023	14.0 miles
AutoNation Fiat North Phoenix 2625 W. Bell Rd. Phoenix, AZ. 85023	13.52 miles

AUTONATION, 162 E. 1ST AVE, MESA, ARIZONA 85210

Audi Peoria — 5.58 miles
16900 N. 88th Dr.
Peoria, AZ 85382

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

AutoNation Chevrolet Gilbert — 28.49 miles
3215 South Auto Way
Gilbert, AZ. 85297

AutoNation Chevrolet Arrowhead — 19.34 miles
9055 W. Bell Rd.
Peoria, AZ. 85382

AutoNation Chrysler Dodge Jeep Ram — 15.48 miles
16406 N. 26th Ave.
Phoenix, AZ. 85023

AutoNation Toyota Tempe — 13.01 miles
7970 S. Autoplex Loop
Tempe, AZ. 85284

AutoNation Nissan Tempe — 12.73 miles
7755 S. Autoplex Loop
Tempe, AZ. 85284

AutoNation Hyundai Tempe — 13.20 miles
8050 S. Autoplex Loop
Tempe, AZ. 85284

AutoNation Fiat North Phoenix — 15.61 miles
2625 W. Bell Rd.
Phoenix, AZ. 85023

Audi Peoria — 18.41 miles
16900 N. 88th Dr.
Peoria, AZ 85382

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

AUTONATION, 162 E. 1ST AVE, MESA, ARIZONA 85210

PRICING SHEET: NIGP CODE 91078, 92815, 92847, 92855, 92886, 92887, 92917 and 92962

Terms:	NET 30
Vendor Number:	2011004357 0
Certificates of Insurance	Required
Contract Period:	To cover the period ending **December 31, 2016.**

ATTACHMENT B

AGREEMENT PAGE

Respondent hereby certifies that Respondent has read, understands and agrees that acceptance by Maricopa County of the Respondent's Offer will create a binding Contract. Respondent agrees to fully comply with all terms and conditions as set forth in the Maricopa County Procurement Code, and amendments thereto, together with the specifications and other documentary forms herewith made a part of this specific procurement

BY SIGNING THIS PAGE THE SUBMITTING RESPONDENT CERTIFIES THAT RESPONDENT HAS REVIEWED THE ADMINISTRATIVE INFORMATION AND DRAFT RFP CONTRACT'S TERMS AND CONDITIONS LOCATED AT http://www.maricopa.gov/materials, AND AGREE TO BE CONTRACTUALLY BOUND TO THEM.

_____ Small Business Enterprise (SBE)

AutoNation	86-0128003 05-473-8804
RESPONDENT (FIRM) SUBMITTING PROPOSAL	FEDERAL TAX ID NUMBER DUNS #
Todd Garrett - Wholesale Marketing Manager	[signature]
PRINTED NAME AND TITLE	AUTHORIZED SIGNATURE
162 E. 1st Ave.	623 329-9434 623 505-2633
ADDRESS	TELEPHONE FAX #
Mesa Arizona 85210	10/21/2015
CITY STATE ZIP	DATE
WEB SITE: AutoNation.com	EMAIL ADDRESS: garrettT@autonation.com

MARICOPA COUNTY, ARIZONA

BY: _____   1/8/16
CHIEF PROCUREMENT OFFICER, OFFICE OF PROCUREMENT SERVICES   DATE

BY: N/A
CHAIRMAN, BOARD OF SUPERVISORS   DATE

ATTESTED:

N/A
CLERK OF THE BOARD   DATE

APPROVED AS TO FORM:

Romulus B. Pennington   December 22, 2018
LEGAL COUNSEL   DATE