

Contract / Award Information

Document Type: PO Department Code: PO Contract Number (i.e., 15-123): 19-18
Effective Date: 10/02/18 Termination Date: 10/31/18 Prior Contract Number (Synergen/CMS): _____
☒ Expense Amount: \$* 277,213.63 ☐ Revenue Amount: \$ _____
*Funding Source(s) required: Fleet Services Operations

Funding from General Fund? ☐ Yes ☒ No If Yes \$ _____ % _____
Contract is fully or partially funded with Federal Funds? ☐ Yes ☒ No
If Yes, is the Contract to a vendor or subrecipient? _____
Were insurance or indemnity clauses modified? ☐ Yes ☒ No
If Yes, attach Risk's approval.
Vendor is using a Social Security Number? ☐ Yes ☒ No
If Yes, attach the required form per Administrative Procedure 22-73.

Amendment / Revised Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
Amendment No.: _____ AMS Version No.: _____
Effective Date: _____ New Termination Date: _____
Prior Contract No. (Synergen/CMS): _____
☐ Expense or ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ _____
Is there revenue included? ☐ Yes ☐ No If Yes \$ _____
*Funding Source(s) required: _____

Funding from General Fund? ☐ Yes ☐ No If Yes \$ _____ % _____

Grant/Amendment Information (for grants acceptance and awards) ☐ Award ☐ Amendment

Document Type: _____ Department Code: _____ Grant Number (i.e., 15-123): _____
Effective Date: _____ Termination Date: _____ Amendment Number: _____
☐ Match Amount: \$ _____ ☐ Revenue Amount: \$ _____
*All Funding Source(s) required: _____

*Match funding from General Fund? ☐ Yes ☐ No If Yes \$ _____ % _____
*Match funding from other sources? ☐ Yes ☐ No If Yes \$ _____ % _____
*Funding Source: _____

*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)? _____

Contact: Maria Julia Canizales
Department: Procurement Telephone: 724-8167
Department Director Signature/Date: [Signature] 9/17/18
Deputy County Administrator Signature/Date: [Signature] 9/18/18
County Administrator Signature/Date: [Signature] 9/18/18
(Required for Board Agenda/Addendum Items)

<p>Pima County Procurement Department Administering Department: Fleet Services</p> <p>Project: Spray Injection Patcher Trailers</p> <p>Contractor: Crafc, Inc. 6165 W. Detroit St. Chandler, AZ 85226</p> <p>Amount: \$277,213.63</p> <p>Funding: Fleet Services Operations</p> <p>Pima County Contract No.: PO-PO-19-18</p>	<table border="1"> <tr> <td data-bbox="987 153 1502 220" style="text-align: center;">CONTRACT</td> </tr> <tr> <td data-bbox="987 220 1502 283"> NO. <u>PO-PO-19-18</u> </td> </tr> <tr> <td data-bbox="987 283 1502 346"> AMENDMENT NO. _____ </td> </tr> <tr> <td data-bbox="987 346 1502 483"> This number must appear on all invoices, correspondence and documents pertaining to this contract. </td> </tr> </table>	CONTRACT	NO. <u>PO-PO-19-18</u>	AMENDMENT NO. _____	This number must appear on all invoices, correspondence and documents pertaining to this contract.
CONTRACT					
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AMENDMENT NO. _____					
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COOPERATIVE PROCUREMENT AGREEMENT

1. Parties, Background and Purpose.

- 1.1. Parties. This Contract is between Pima County, a political subdivision of the State of Arizona ("County"), and Crafc, Inc. ("Contractor").
- 1.2. Authority. Pima County is authorized by Pima County Code § 11.24.010 and A.R.S. § 41-2632 to enter into cooperative purchasing arrangements. Pima County has entered into such an agreement with Sourcewell formally known as NJPA Pima County contract no. PO-PO-19-18.
- 1.3. Contract.
 - 1.3.1. Sourcewell entered into a contract 052417-CFC for Roadway Maintenance Equipment with Related Accessories, Attachments, Materials, and Supplies with Crafc, Inc. ("Contractor"), which is currently in effect (the "Sourcewell Contract"). The Sourcewell Contract is incorporated into this contract by this reference.
 - 1.3.2. Section 3 of the Sourcewell Contract provides that another governmental entity with which Sourcewell has a cooperative purchasing agreement may, with Contractor's approval, purchase products and services at the same prices and under the same terms as in the Sourcewell Contract.
- 1.4. Purpose.

The Pima County Fleet Service Department requires a one-time purchase of four (4) 2018 Magnum Spray Injection Patcher Trailers to assist the Transportation Department with patching, repairing and maintaining Pima County roads.

2. Term.

- 2.1. Original Term. This Contract is effective October 2, 2018 through October 31, 2018 (the "Initial Term"). "Term," when used in this Contract, means the Initial Term plus any exercised Extension Options.
- 2.2. Extension Options. This is a one-time purchase with no renewal options.

3. **Scope of Services.** Contractor agrees to furnish Pima County the goods and/or services ("Goods & Services") described on Exhibit A (1 page), at the prices set forth on Exhibit B: Quote No. BBBQ27387-01 (1 page), under the terms and conditions of the Sourcwell Contract as modified by this Contract. The terms and conditions set forth in this Contract control over any inconsistent provisions in the Sourcwell Contract.
4. **Not-to-Exceed Amount.** Purchases under this Contract by the County may not exceed \$277,213.63 (the "NTE Amount").
5. **Indemnification Clause.** To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless Pima County and any related taxing district, and the officials and employees of each of them (collectively, "Indemnitee") from and against any and all claims, actions, liabilities, losses, and expenses (including reasonable attorney fees) (collectively, "Claims") arising out of actual or alleged injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by any act or omission of Contractor or any of Contractor's directors, officers, agents, employees, volunteers, or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Indemnitee will, in all instances, except for Claims arising solely from the acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all Claims. Contractor is responsible for primary loss investigation, defense and judgment costs for any Claim to which this indemnity applies. This indemnity will survive the expiration or termination of this Contract.
6. **Insurance Requirements.** Contractor will procure and maintain at its own expense insurance policies (the "Required Insurance") satisfying the below requirements (the "Insurance Requirements") until all of its obligations under this Contract have been met. The below Insurance Requirements are minimum requirements for this Contract and in no way limit Contractor's indemnity obligations under this Contract. The County in no way warrants that the required insurance is sufficient to protect the Contractor for liabilities that may arise from or relate to this Contract. If necessary, Contractor may obtain commercial umbrella or excess insurance to satisfy the Insurance Requirements.
 - 6.1. Insurance Coverages and Limits: Contractor will procure and maintain, until all of its obligations have been discharged, coverage with liability limits not less than those stated below. Coverage must be placed with insurers acceptable to the County with A.M. Best rating of not less than A- VII, unless otherwise approved by the County.
 - 6.1.1. Commercial General Liability (CGL) – Occurrence Form with limits not less than \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include cover for liability arising from premises, operations, independent contractors, personal injury, bodily injury, broad form contractual liability and products-completed operations
Business Automobile Liability – Coverage for bodily injury and property damage on any owned, leased, hired, and/or non-owned autos assigned to or used in the performance of this Contract with minimum limits not less than \$1,000,000 Each Accident.
 - 6.1.2. Workers' Compensation and Employers' Liability – Statutory coverage for Workers' Compensation. Workers' Compensation statutory coverage is compulsory for employers of one or more employees. Employers Liability coverage with limits of \$1,000,000 each accident and \$1,000,000 each employee – disease.

6.2. Additional Coverage Requirements:

6.2.1. Claims Made Coverage: If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this Contract, and Contractor must maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

6.2.2. Additional Insured Endorsement: The General Liability, Business Automobile Liability and Technology E&O Policies shall each be endorsed to include Pima County, its departments, districts, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

6.2.3. Subrogation Endorsement: The General Liability, Business Automobile Liability, Workers' Compensation and Technology E&O Policies shall each contain a waiver of subrogation endorsement in favor of Pima County, and its departments, districts, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

6.2.4. Primary Insurance Endorsement: The Required Insurance policies must stipulate that they are primary and that any insurance carried by Pima County, its agents, officials, employees or Pima County is excess and not contributory insurance. The Required Insurance policies may not obligate the County to pay any portion of a Contractor's deductible or Self Insurance Retention (SIR).

6.3. Subcontractors: Contractor must either (a) include all subcontractors as additional insureds under its Required Insurance policies, or (b) require each subcontractor to separately meet all Insurance Requirements and verify that each subcontractor has done so, Contractor must furnish, if requested by County, appropriate insurance certificates for each subcontractor. Contractor must obtain County's approval of any subcontractor request to modify the Insurance Requirements as to that subcontractor.

6.4. Notice of Cancellation: Contractor must notify Pima County, within two (2) business days of Contractor's receipt of notice from an insurer, if any Required Insurance policy is suspended, voided, or cancelled for any reason. Notice must include the Pima County project or contract number and project description.

6.4.1 Verification of Coverage:

6.4.1.1 Contractor must furnish Pima County with a certificate of insurance (valid ACORD form or equivalent approved by Pima County) for each Required Insurance policy, which must specify that the policy has all the required endorsements, and must include the Pima County project or contract number and project description. Each certificate must be signed by an authorized representative of the insurer.

6.4.1.2 County may at any time require Contractor to provide a complete copy of any Required Insurance policy or endorsement.

6.4.1.3 Contractor must provide the certificates to Pima County before work commences. Each Required Insurance policy must be in effect at least 10 days before work under this Contract commences. Contractor must provide County a renewal certificate not less than 15 days prior to a Required Insurance policy's expiration date. Failure to maintain the Required Insurance policies, or to provide evidence of renewal, is a material breach of this Contract.

6.4.1.4 All insurance certificates must be sent directly to the appropriate County Department.

6.5. Approval and Modifications: The Pima County Risk Manager may modify the Insurance Requirements at any point during the Term of this Contract. This can be done administratively, with written notice from the Risk Manager, and does not require a formal Contract amendment. Neither the County's failure to obtain a required insurance certificate or endorsement, the County's failure to object to a non-complying insurance certificate or endorsement, nor the County's receipt of any other information from the Contractor, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements

7. **Cancellation for Conflict of Interest.** This Contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.
8. **Compliance with Laws.** Contractor will comply with all applicable federal, state, and local laws, rules, regulations, standards and Executive Orders. Contractor warrants that it is appropriately licensed to provide the services under this Contract and that any subcontractors will be appropriately licensed. The laws and regulations of the State of Arizona govern the rights and obligations of the parties under this Contract. Any action relating to this Contract must be filed and maintained in the appropriate court of the State of Arizona in Pima County.
9. **Non-Discrimination.** Contractor will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this Contract, including flow-down of all provisions and requirements to any subcontractors. During the performance of this Contract, Contractor will 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.
10. **Non-Appropriation of Funds.** Notwithstanding any other provision in this Contract, County may terminate this Contract if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining County or other public entity obligations under this Contract. In the event of such termination, County will have no further obligation to Contractor, other than to pay for services rendered prior to termination.
11. **Public Information.** Pursuant to A.R.S. § 39-121 et seq. all documents submitted to County by Contractor, including but not limited to pricing schedules, product specifications, work plans, and any supporting documents, are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors. If Contractor reasonably believes that some of those records contain proprietary, trade-secret or otherwise-confidential information, Contractor must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Contractor of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Contractor has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.

12. Legal Arizona Workers Act Compliance.

- 12.1. Compliance with Immigration Laws. Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to its employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor will further ensure that each subcontractor who performs any work for Contractor under this Contract likewise complies with the State and Federal Immigration Laws.
- 12.2. Books & Records. County has the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.
- 12.3. Remedies for Breach of Warranty. Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor will be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion. Any additional costs attributable directly or indirectly to such remedial action are the responsibility of Contractor.
- 12.4. Subcontractors. Contractor will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section 24 by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor is a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract." CONTRACTOR hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to CONTRACTOR's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). CONTRACTOR will further ensure that each subcontractor who performs any work for CONTRACTOR under this contract likewise complies with the State and Federal Immigration Laws.

13. **Israel Boycott Certification.** Contractor hereby certifies that it is not currently engaged in, and will not for the duration of this Contract engage in, a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by the County up to and including termination of this Contract.
14. **Written Orders.** County will order products or services under this Contract by issuing a Delivery Order (DO) document. Order documents will be furnished to Contractor via e-mail or telephone.

If an order is given verbally, the County Department that issued the order will transmit a confirming order document to Contractor within five workdays of the date the verbal order is given.

Contractor must not supply materials or services pursuant to the contract that are not documented or authorized by a Delivery Order (DO) at the time of provision. County accepts no responsibility for control of or payment for materials or services not documented by a County Delivery Order (DO).

Contractor will establish, monitor, and manage an effective contract administration process that assures compliance with all requirements of this Contract. In particular, Contractor will not provide goods or services other than those described in this Contract, in excess of the NTE Amount, or after the Term of the Contract has ended, without a Contract amendment properly executed and issued by County, as provided below. Any items provided in excess of that stated in this Contract are at Contractor's own risk.

15. Invoice Submittal. Invoices are to be sent to:

Pima County Finance & Risk Management- Accounts Payable
P.O. Box 791
Tucson AZ, 85701

16. Notices. Notices regarding this Agreement should be addressed to:

David Cummings, Maintenance and Right of Way Division Manager
Pima County Department of Transportation
1313 S. Mission Road, Tucson, AZ 85713-1312
Telephone: (520) 724-5946, Email: david.cummings@pima.gov

OR

Robert Charlton, Fleet Maintenance Manager
Pima County Fleet Services
1291 S. Mission Road, Tucson, AZ 85713
Telephone: (520) 724-2614, Email: bob.charlton@pima.gov

(The remainder of page is left blank intentionally)

IN WITNESS WHEREOF, the parties have approved this Cooperative Procurement Agreement and agree to be bound by the terms and conditions of the Contract on the dates written below.

APPROVED:

Chairman, Board of Supervisors

Crafco, Inc.



Authorized Officer Signature

Date: _____

N. Thomas Kelly Vice President National Sales Manager
Printed Name and Title

Date: September 14, 2018

ATTEST:

Clerk of the Board

Date: _____

APPROVED AS TO FORM:



Deputy County Attorney
CHRISTOPHER STRAUB

9-13-2018
Date

Exhibit A: Additional Specifications (1 page)

A. Specifications

1. Contractor must provide Trailer mounted Magnum Spray Injection Patcher Machine that meets all the latest revised Federal and State Emission Standards, if applicable, Occupational Safety and Health Administration (OSHA) and Arizona Department of Transportation (ADOT) regulations. Contractor will provide four (4) Trailer mounted Magnum Spray Injection Patcher Machines.
2. Contractor must maintain a local factory authorized maintenance facility within Arizona. Service hours shall be from 8:00 A.M. to 5:00 P.M., Monday through Friday or have specific agreements in force with a third party to provide local maintenance. If applicable, a document showing evidence of the third party agreement to provide necessary maintenance support shall be provided upon request.
3. Contractor's warranty will be a minimum, one (1) year for both parts and labor. Warranty repair and/or replacement will be performed at no additional charge to County. Once the Contractor is notified of a breakdown, the unit must be addressed within eight (8) hours unless other arrangements have been made with Fleet Services (Fleet).

B. The following documents are required upon award and delivery of Trailer mounted Magnum Spray Injection Patcher Machine:

1. Contractor must submit Manufacturer Statement of Origin (M.S.O.) and serial number shall not be altered in any way, which must include the odometer statement, if applicable. Unless otherwise ordered in writing, the M.S.O. shall show the owner/purchaser of the equipment as:

**Pima County Board of Supervisors
1291 S. Mission Road
Tucson, AZ 85713**

2. Contractor must submit two (2) CD's or Thumb drives, or website to enable County to access the following:
 - a. Maintenance-Overhaul (shop) manuals
 - b. Operator's manuals
 - c. Service Manuals including Wiring Diagrams
 - d. Manuals for auxiliary equipment
 - e. Four (4) sets of keys per trailer
3. Pima County will inspect each of the four (4) Trailer mounted Magnum Spray Injection Patcher Machine for conformity to the specifications and requirements requested by this solicitation. If any concerns or issues are noted, Contractor will repair at no additional cost to the County. Warranty period will not begin until all concerns or issues are completed for each Trailer mounted Magnum Spray Injection Patcher Machine.
4. Contractor will provide authorized trained personnel to train County personnel on the operation and service of the Trailer mounted Magnum Spray Injection Patcher Machine at no additional cost to the County. Fleet will contact Contractor to schedule training within thirty (30) days of receipt of equipment.
5. Contractor must deliver an unaltered invoice specifying the purchase order number and the vehicle ID (VIN)/ serial number of the four (4) Trailer mounted Magnum Spray Injection Patcher Machine to Pima County Fleet Services Department, 1291 S. Mission Road, Tucson, AZ 85713.

End of Exhibit A: Additional Specifications



6165 W. Detroit St.
Chandler, AZ 85226
(602) 276-0406 (800) 528-8242
FAX: (480) 940-0313

Quote To: Account Code:

Pima County Fleet Services
Cecilia Murch

PO Box 791
Tucson, AZ 85701
United States of America

Phone: 520-724-5917

Fax: 529-770-4221

Email: Cecilia.Murch@pima.gov

Project Title:

Bid Date:

Bid Number:

Project Start Date: 8/23/2018

Ship Before: 10/31/2018

Quote Effective Dates: 8/23/2018 TO 10/31/2018

QUOTE # BBBQ27387-01

Date Quoted 8/30/2018

EXPIRATION DATE 10/31/2018

Ship To: Account Code:

Pima County Fleet Services - Shipping

1291 S. Mission Road
Tucson, AZ 85713
United States of America

Cecilia Murch

520-724-5917

Cecilia.Murch@pima.gov

Terms: Net Date of Invoice

F.O.B.: PPA- Delivered; freight includ

Ship Via: Will Call

Sales Group:

Quoted By: Jason Raya

Sales Office: WR7- Jason Raya/Tad McDonald

Estimated Time to Ship After Receipt of Order: Quoted at time of order

Customer: Pima County Fleet Services

Project Title:

Quote Number BBBQ27387-01

Date 08-30-18

SALES TAX EXEMPT CERTIFICATE MUST BE PROVIDED AT THE TIME OF ORDER OR SALES TAX WILL BE ADDED TO YOUR ORDER

Part #	Description	Unit	Qty.	Quote Price	Ext. Price
91000-SRC	MAGNUM SPRAY	ea	2	\$71,725.0000	\$143,450.0000
	INJECTION-2018 MODEL				
20019-SRC	3" PINTLE HITCH	ea	2	\$140.2900	\$280.5800
91440-SRC	STROBE LIGHT KIT	ea	2	\$200.0000	\$400.0000
90420-SRC	WATER/FUEL SEPARATOR	ea	2	\$264.0000	\$528.0000
91021K-SRC	ELECTRIC THROTTLE	ea	2	\$562.8200	\$1,125.6400
91000-AZ	2015 MAGNUM-USED UNIT	ea	1	\$55,000.0000	\$55,000.0000
	1C9AF1623F1418115				
91000-AZ	2016 MAGNUM-USED UNIT	ea	1	\$60,000.0000	\$60,000.0000
	1C9AF162G1418254				

Sub Total \$260,784.22

Sales Tax \$16,429.41

COMMENTS:

\$277,213.63

Price includes delivery to Pima County Fleet Department in Tucson, AZ and operational/safety training.
BASED OFF SOURCEWELL PRICING.

Prior to shipment to the County, used units will be brought back to Crafcro Equipment Facility for a full factory inspection and clean up. Demo (Used) units will be given a full 1 year warranty (excluding wear items)-from date of delivery. New units possess a two year limited warranty. Please reference section 3.0 of the Magnum Operating Manual for more details on our limited warranty.

*Both Demo units have under 200 hours of use.

09/13/18 14:19:05

We value your business.