



# MAINTENANCE

County of Fresno

DEPARTMENT OF GENERAL SERVICES

JOHN A. NAVARRETTE, DIRECTOR

PURCHASING DIVISION

ARPI K. APKARIAN, DEPUTY DIRECTOR OF GENERAL SERVICES

## PROCUREMENT AGREEMENT

Agreement Number [REDACTED]

May 6, 2008

[REDACTED]

The County of Fresno (County) hereby contracts with [REDACTED] (Contractor) to purchase [REDACTED] Maintenance Service in accordance with [REDACTED] and Attachment "A", attached and by this reference made a part hereof.

- ① **TERM:** This Agreement shall become effective [REDACTED] and shall remain in effect through [REDACTED].
- ② **TERM:** This Agreement will be for one (1) year effective [REDACTED].
- ① **RENEWAL:** Agreement shall automatically renew for an additional one (1) year period except when written notice is delivered by either party to the other expressing intent not to renew. Such notice must be delivered a minimum of sixty (60) days prior to the next expiration date of this Agreement. The maximum number of automatic one (1) year renewal periods under this Agreement is two (2).
- ② **RENEWAL:** This Agreement may be renewed for two (2) additional one (1) year periods by the mutual written consent of all parties.

**MINIMUM ORDERS:** Unless stated otherwise there shall be no minimum order quantity. The County reserves the right to increase or decrease orders or quantities.

**ORDERS:** Orders will be placed on an as-needed basis by various County departments under this contract.

**ADDITIONAL ITEMS:** The County reserves the right to negotiate additional items to this Agreement as deemed necessary. Such additions shall be made in writing and signed by both parties.

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DELIVERY: The F.O.B. Point shall be the destination within the County of Fresno. All orders shall be delivered complete as specified. All orders placed before Agreement expiration shall be honored under the terms and conditions of this Agreement.

DEFAULT: In case of default by Contractor, the County may procure the articles from another source and may recover the loss occasioned thereby from any unpaid balance due the Contractor or by any other legal means available to the County. The prices paid by County shall be considered the prevailing market price at the time such purchase is made. Inspection of deliveries or offers for delivery, which do not meet specifications, will be at the expense of Contractor.

INVOICING: An itemized invoice in duplicate shall be mailed to requesting County\* department in accordance with invoicing instructions included in each order referencing this Agreement. The Agreement number must appear on all shipping documents and invoices. Invoice terms shall be Net 45 Days.

\* \_\_\_\_\_

- ① TERMINATION: The County reserves the right to immediately terminate this Agreement upon written notice to the Contractor. In the event of such termination, the Contractor shall be paid for satisfactory services or supplies provided to the date of termination.
- ② TERMINATION: The County reserves the right to terminate this Agreement upon thirty (30) days written notice to the Contractor. In the event of such termination, the Contractor shall be paid for satisfactory services or supplies provided to the date of termination.

LAWS AND REGULATIONS: The Contractor shall comply with all laws, rules and regulations whether they be Federal, State or municipal, which may be applicable to Contractor's business, equipment and personnel engaged in service covered by this Agreement.

AUDITS AND RETENTION: Terms and conditions set forth in the agreement associated with the purchased goods are incorporated herein by reference. In addition: The Contractor shall maintain in good and legible condition all books, documents, papers, data files and other records related to its performance under this contract. Such records shall be complete and available to Fresno County, the State of California, the federal government or their duly authorized representatives for the purpose of audit, examination, or copying during the term of the contract and for a period of at least three years following the County's final payment under the contract or until conclusion of any pending matter (e.g., litigation or audit), whichever is later. Such records must be retained in the manner described above until all pending matters are closed.

LIABILITY: The Contractor agrees to:

Pay all claims for damage to property in any manner arising from Contractor's operations under this Agreement.

Indemnify, save and hold harmless, and at County's request defend the County, its officers, agents and employees from any and all claims for damage or other liability, including costs, expenses, causes of action, claims or judgments resulting out of or in any way connected with

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Contractor's performance or failure to perform by Contractor, its agents, officers or employees under this Agreement.

**INSURANCE:**

Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following insurance policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

**Commercial General Liability**

Commercial General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000.00). This policy shall be issued on a per occurrence basis. County may require specific coverage including completed operations, product liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of the contract.

A. **Automobile Liability**

Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per person, Five Hundred Thousand Dollars (\$500,000.00) per accident and for property damages of not less than Fifty Thousand Dollars (\$50,000.00), or such coverage with a combined single limit of Five Hundred Thousand Dollars (\$500,000.00). Coverage should include owned and non-owned vehicles used in connection with this Agreement.

B. **Professional Liability**

If Contractor employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

C. **Worker's Compensation**

A policy of Worker's Compensation insurance as may be required by the California Labor Code.

Contractor shall obtain endorsements to the Commercial General Liability insurance naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by County, its officers, agents and employees shall be excess only and not contributing with insurance provided under Contractor's policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to County.

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Within Thirty (30) days from the date Contractor executes this Agreement, Contractor shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the County of Fresno, \_\_\_\_\_, stating that such insurance coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by County, its officers, agents and employees, shall be excess only and not contributing with insurance provided under Contractor's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to County.

In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, the County may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

All policies shall be with admitted insurers licensed to do business in the State of California. Insurance purchased shall be purchased from companies possessing a current A.M. Best, Inc. rating of A FSC VII or better.

**INDEPENDENT CONTRACTOR:** In performance of the work, duties and obligations assumed by Contract under this Agreement, it is mutually understood and agreed that Contractor, including any and all of Contractor's officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of the County. Furthermore, County shall have no right to control or supervise or direct the manner or method by which Contractor shall perform its work and function. However, County shall retain the right to administer this Agreement so as to verify that Contractor is performing its obligations in accordance with the terms and conditions thereof. Contractor and County shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

Because of its status as an independent contractor, Contractor shall have absolutely no right to employment rights and benefits available to County employees. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, Contractor shall be solely responsible and save County harmless from all matters relating to payment of Contractor's employees, including compliance with Social Security, withholding, and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, Contractor may be providing services to others unrelated to the County or to this Agreement.

**NON-ASSIGNMENT:** Neither party shall assign, transfer or sub-contract this Agreement nor their rights or duties under this Agreement without the written consent of the other party.

**AMENDMENTS:** This Agreement constitutes the entire Agreement between the Contractor and the County with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications, Request for Proposals, Bids and understandings of any nature whatsoever unless expressly included in this Agreement. This

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Agreement supersedes any and all terms set forth in Contractor's invoice. This Agreement may be amended only by written addendum signed by both parties.

**INCONSISTENCIES:** In the event of any inconsistency in interpreting the documents which constitute this Agreement, the inconsistency shall be resolved by giving precedence in the following order of priority: (1) the text of this Agreement (excluding Attachment A, County's Request for Quotation No. \_\_\_\_\_ and the Contractor's Quote in response thereto); (2) Attachment "A"; (3) the County's Request for Quotation No. \_\_\_\_\_ and (4) the Contractor's quotation made in response to County's Request for Quotation No. \_\_\_\_\_.

**GOVERNING LAWS:** This Agreement shall be construed, interpreted and enforced under the laws of the State of California. Venue for any action shall only be in County of Fresno.

Please acknowledge your acceptance by returning **all pages** of the signed original of this Agreement to my office, retaining a copy for your files.

Please refer any inquiries in this matter to \_\_\_\_\_, \_\_\_\_\_, at (559) 456-7110 or FAX at (559) 456-7831.

**FOR THE COUNTY OF FRESNO**

\_\_\_\_\_  
Arpi K. Apkarian  
Deputy Director of General Services  
4525 East Hamilton Avenue  
Fresno, CA 93702-4599

Date: \_\_\_\_\_

AKA: \_\_\_\_\_:\_\_\_\_\_

C:\DOCUMENTS AND SETTINGS\JOLOPEZ\DESKTOP\IPA MAINTENANCE WORKSHEET.DOC

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**CONTRACTOR TO COMPLETE:**

Company: \_\_\_\_\_

Type of Entity:

- Individual
- Sole Proprietorship
- Corporation
- Limited Liability Company
- Limited Liability Partnership
- General Partnership

Signed by: \_\_\_\_\_

\_\_\_\_\_  
Print Name and Title Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address City State Zip

( ) ( ) \_\_\_\_\_  
TELEPHONE NUMBER FAX NUMBER E-MAIL ADDRESS

Accounting Use Only  
ORG No.: \_\_\_\_\_  
Account No.: \_\_\_\_\_  
Requisition No.: \_\_\_\_\_  
(4/08)

