



REQUEST FOR QUALIFICATION
RFQu-24-0236
LANDSCAPE AND UTILITY VEHICLES, TRAILERS, AND
EQUIPMENT

City of Phoenix
Finance Central Procurement
251 West Washington Street, 8th Floor

Phoenix, AZ
85003

RELEASE DATE: February 28, 2024
DEADLINE FOR QUESTIONS: March 13, 2024
RESPONSE DEADLINE: March 20, 2024, 1:00 pm

City of Phoenix
REQUEST FOR QUALIFICATION
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Landscape and Utility Vehicles, Trailers, and Equipment

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Attachments:

A - Pricing Proposal Document

B - Submittals - Contractor Information rev 2-2023

C - Submittals - 24 Hour Emergency Contact rev 2-2023

D – Submittals – Warranty

E - Submittals - Debarment & Exclusion rev 2-2023

F - Submittals - Costs and Payments rev 2-2023

G - Submittals - Discount from List rev 2-2023

H - Submittals - Place of Business rev 2-2023

I - Submittals - References rev 2-2023

J - Submittals - Conflict of Interest and Transparency rev 2-2023

K - Submittals - Offer Page rev 3-2023

L - Submittals - Acceptance Form 2023 rev 2-2023

1. Introduction

1.1. Summary

The City of Phoenix is seeking to contract with a qualified vendor or vendors who can provide such items as, utility vehicles, tractors, trailers, all-terrain vehicles, motorcycles, golf carts, grounds maintenance vehicles, lawn and garden equipment, in addition to other related products, parts and accessories.

1.2. Background

The City desires to enter into a contract(s) with reliable and capable vendors who can; provide an effective ordering method for contract specific items, has sufficient delivery capabilities, and offers a full, comprehensive line of equipment including but not limited to landscape, lawn and garden, and utility equipment. This contract(s) will be used on an as needed basis; the City makes no guarantee as to actual spend under any resultant contract. Contracts resulting from this solicitation will be used by all City departments with delivery locations throughout the City of Phoenix.

1.3. Contact Information

Karen Zinn

Finance Procurement Officer *Lead
251 West Washington Street, 8th Floor
Phoenix, AZ 85003
Email: karen.zinn@phoenix.gov
Phone: [\(602\) 495-5396](tel:(602)495-5396)

Department:

Finance Central Procurement

1.4. Timeline

Schedule of Events

The City reserves the right to change dates, times, and locations, as necessary. The City does not always hold a Pre-Offer Conference or Site Visit.

To request a reasonable accommodation or alternative format for any public meeting, please contact the Procurement Officer (Karen Zinn) at (602) 495-5396/Voice or 711/TTY, or karen.zinn@phoenix.gov, no later than two (2) weeks prior to the meeting.

Solicitation Issue Date	February 28, 2024
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<p>Pre-Offer Conference (Non-Mandatory)</p>	<p>March 6, 2024, 1:00pm Via WebEx:</p> <p>Join from the meeting link https://cityofphoenix.webex.com/cityofphoenix/j.php?MTID=m013b06a25b63b51c12b7fe1b68757b89 [cityofphoenix.webex.com]</p> <p>Join by meeting number Meeting number (access code): 2633 409 7207 Meeting password: GJmc2RiEu42</p> <p>Tap to join from a mobile device (attendees only) +1-415-655-0001,,26334097207## US Toll</p> <p>Join by phone +1-415-655-0001 US Toll Global call-in numbers [cityofphoenix.webex.com]</p> <p>Join from a video system or application Dial 26334097207@cityofphoenix.webex.com</p> <p>You can also dial 173.243.2.68 and enter your meeting number.</p> <p>Need help? Go to https://help.webex.com [help.webex.com]</p>
<p>Written Inquiries Due Date</p>	<p>March 13, 2024, 1:00pm</p>
<p>Offer Due Date</p>	<p>March 20, 2024, 1:00pm Website: Offers must be submitted electronically by email to procurement@phoenix.gov</p>

2. Instructions

2.1. Description – Statement of Need

The City of Phoenix invites sealed offers for Landscape and Utility Vehicles, Trailers, and Equipment for a five-year contract commencing on or about April 22, 2024, in accordance with the specifications and provisions contained herein or the “Effective Date” which is upon award by City Council, conditioned upon signature and recording by the City Clerk’s department, as required by the Phoenix City Code, whichever is later.

This solicitation is available through Arizona Relay Service 7-1-1. Please call TTY 800-367-8939 for assistance.

Notwithstanding the foregoing, this Agreement will terminate upon the earliest occurrence: by reaching the end of the term including any extensions exercised, or termination pursuant to the provisions of this Agreement.

2.2. City’s Vendor Self-Registration and Notification

Vendors must be registered in the City’s procurePHX Self-Registration System at <https://www.phoenix.gov/procure> to respond to solicitations and access procurement information. The City may, at its sole discretion, reject any offer from an Offeror who has not registered.

2.3. Preparation of Offer

All forms provided in Submittal Section must be completed and submitted with the Offer. The signed and completed Conflict of Interest and Transparency form must be included or your Offer may be deemed non-responsive.

It is permissible to copy Submittal forms if necessary. Erasures, interlineations, or other modifications of the Offer must be initialed in original ink by the authorized person signing the Offer. No offer will be altered, amended or withdrawn after the specified offer due date and time. The City is not responsible for Offeror’s errors or omissions.

All time periods stated as a number of days will be calendar days.

It is the responsibility of all Offerors to examine the entire solicitation and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting an offer. Negligence in preparing an offer confers no right of withdrawal after due date and time. Offerors are strongly encouraged to:

- A. Consider applicable laws and/or economic conditions that may affect cost, progress, performance, or furnishing of the products or services.
- B. Study and carefully correlate Offeror’s knowledge and observations with the solicitation and other related data.
- C. Promptly notify the City of all conflicts, errors, ambiguities, or discrepancies that Offeror has discovered in or between the solicitation and other related documents.

- D. The City does not reimburse the cost of developing, presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Offeror is responsible for all costs incurred in responding to this solicitation. All materials and documents submitted in response to this solicitation become the property of the City and will not be returned.

2.4. Fixed Offer Price Period

All offers shall be firm and fixed for a period of 180 calendar days from the solicitation opening date.

2.5. Delivery

Delivery is an important consideration and will be a factor in determining the award. A delivery time after receipt of order (ARO) must be stated in definite terms. Should there be variations in delivery times by item, the submittal should be clear concerning these variations.

2.6. Obtaining a Copy of the Solicitation and Addenda

Interested Offerors may download the complete solicitation and addenda from <https://solicitations.phoenix.gov/>. Any interested Offerors without internet access may obtain this solicitation by calling the Procurement Officer or picking up a copy during regular business hours at the City of Phoenix, Finance Department, Central Procurement Division, 251 W Washington Street, 8th Floor, Phoenix, AZ. It is the Offeror's responsibility to check the website, read the entire solicitation, and verify all required information is submitted with their Offer.

2.7. Exceptions

Offeror must not take any exceptions to any terms, conditions or material requirements of this solicitation. Offers submitted with exceptions may be deemed non-responsive and disqualified from further consideration in the City's sole discretion. Offerors must conform to all the requirements specified in the solicitation. The City encourages Offerors to send inquiries to the Procurement Officer rather than including exceptions in their Offer.

2.8. Inquiries

All questions that arise relating to this solicitation should be directed via email to the Procurement Officer and must be received by the due date indicated in the Schedule of Events. The City will not consider questions received after the deadline.

No informal contact initiated by Offerors on the proposed service will be allowed with members of City's staff from date of distribution of this solicitation until after city council awards the contract. All questions concerning or issues related to this solicitation must be presented in writing.

The Procurement Officer will answer written inquiries in an addendum and publish any addendums on the Procurement Website.

2.9. Addenda

The City of Phoenix will not be responsible for any oral instructions made by any employees or officers of the City of Phoenix regarding this solicitation. Any changes will be in the form of an addendum. The Offeror must acknowledge receipt of any/all addenda by signing and returning the document with the Offer submittal.

2.10. Business in Arizona

The City will not enter contracts with Offerors (or any company(ies)) not granted authority to transact business, or not in good standing, in the state of Arizona by the Arizona Corporation Commission, unless the Offeror asserts a statutory exception prior to entering a contract with the City.

2.11. Licenses

If required by law for the operation of the business or work related to this Offer, Offeror must possess all valid certifications and/or licenses as required by federal, state or local laws at the time of submittal.

2.12. Certifications

By signature in the Offer section of the Offer and Acceptance page(s), Offeror certifies:

- The submission of the Offer did not involve collusion or other anti-competitive practices.
- The Offeror must not discriminate against any employee, or applicant for employment in violation of Federal or State Law.
- The Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Offer.

2.13. Submission of Offer

Offers must be in possession of the Department on or prior to the exact time and date indicated in the Schedule of Events. Late offers will not be considered. The prevailing clock will be the City Department's clock.

Offers must be submitted electronically by email to procurement@phoenix.gov and the following information should be noted in the email:

- A. Offeror's Name
- B. Offeror's Address (as shown on the Certification Page)
- C. Solicitation Number
- D. Solicitation Title
- E. Offer Opening Date
- F. Due to file size limitations for electronic transmission (for sending or receiving), Offers sent by email may need to be sent in parts with multiple emails. It is the responsibility of

the Offeror to ensure that the Offer (including all parts if sent in multiple emails) is timely and to confirm that there are no technical reasons that any offer submitted electronically may be delayed. The date and time on the email(s) as received/stamped by the City's inbox will provide proof of submission and verification whether the Offer was received on or prior to the exact time and date indicated in the Schedule of Events.

- G. Any original documents (such as bonds, guaranties, powers of attorney), if required by the solicitation, must be separately delivered to and received by the City on or prior to the exact time and date indicated in the Schedule of Events, with a clear indication of the Offer for which it is attributed.

2.14. Withdrawal of Offer

At any time prior to the solicitation due date and time, an Offeror (or designated representative) may withdraw the Offer by submitting a request in writing and signed by a duly authorized representative. If Offeror withdraws the Offer electronically by email to the Procurement Officer, the request to withdraw must be in the form of a letter attached to the email that includes either an image of the duly authorized representative's signature or an electronic signature from a verifiable source, such as Adobe Sign, DocuSign or a similar verifiable software program.

2.15. Offer Results

Offers will be opened on the offer due date, time and location indicated in the Schedule of Events, at which time the name of each Offeror, and the prices may be read. Offers and other information received in response to the solicitation will be shown only to authorized City personnel having a legitimate interest in them or persons assisting the City in the evaluation. Offers are not available for public inspection until after the City has posted the award recommendation on the City's website.

The City will post a preliminary offer tabulation on the City's website, <https://solicitations.phoenix.gov/Awards> within five business days of the offer opening. The City will post the information on the preliminary tabulation as it was read during the offer opening. The City makes no guarantee as to the accuracy of any information on the preliminary tabulation. Once the City has evaluated the offers, the City will post an award recommendation on the website. By signing and submitting its Offer, each Offeror agrees that this posting of the award recommendation to the City's website effectively serves as the Offeror's receipt of that notice of award recommendation. The City has no obligation to provide any further notification to unsuccessful Offerors.

2.16. Special Requirements

The Offeror(s) must be a Certified Representative of the Manufacturer.

In order for an RFQu response to be considered, the Offeror shall comply with Phoenix City Code, 1969, Chapter 18, Article V, as amended, Equal Employment Opportunity Requirements. Any questions in regard to these requirements shall be directed to the Equal Opportunity Department, (602) 262-6790.

2.17. Qualification Criteria

Statement of Qualifications shall relate specifically to the following items for evaluation and selection purposes:

- A. Experience
- B. Capacity
- C. Customization
- D. Location
- E. Discount Offered

2.18. Content of Response

The Offerors' response will include the following:

- A. Description of how the work would be performed.
- B. Cost estimate for completing requested work, including hourly or daily rates where appropriate. Please refer to attached Pricing Proposal Document contained in Submittal section.
- C. Names and resumes of the proposed staff, including managers and supervisors.
- D. Brief assessment of supplier's capacity.
- E. Documentation of the Offeror's commitment to Equal Employment Opportunity.
- F. List of current business references.

2.19. Evaluation and Selection

After evaluating all submissions, the City may ask some or all the firms that submitted a response to participate in interviews. Upon completion of the evaluation process, the City may assign a detailed scope of work to the selected candidate and negotiate fees for services.

RFQu responses should be concise, well-organized per the requested information, clearly written and limited to no more than 20 pages including resumes. The review process places considerable emphasis on the responsiveness of the RFQu response to the requirements outlined above. RFQu responses that are not written specifically in response to this request cannot receive serious consideration.

All RFQu responses will be evaluated based on the criteria listed above in the Qualifications Section of this RFQu.

The firms under consideration for this RFQu, will be evaluated by the Procurement Officer. The City reserves the right to request supplemental information that the Procurement Officer deems necessary to make a selection.

2.20. Agreement

The City may require the selected Offeror to participate in negotiations and to submit such cost, technical or other revisions of the submittals as may result from negotiations. The City shall draft all final contracts and documents that result from this RFQu.

The language contained in this RFQu and the Offeror's statement of qualifications will form the basis of any resulting Contract. However, this RFQu does not commit the City to enter a Contract, to pay any costs incurred in the preparation of a submittal to this request or in subsequent negotiations, or to procure a contract for the project(s).

2.21. Solicitation Transparency Policy

Commencing on the date and time a solicitation is published, potential or actual Offerors or respondents (including their representatives) shall only discuss matters associated with the solicitation with the Mayor, any members of City Council, the City Manager, any Deputy City Manager, or any department director directly associated with the solicitation (including in each case their assigned staff, except for the designated Procurement Officer) at a public meeting, posted under Arizona Statutes, until the resulting contract(s) are awarded to all offers or responses are rejected and the solicitation is cancelled without any announcement by the Procurement Officer of the City's intent to reissue the same or similar solicitation.

As long as the solicitation is not discussed, Offerors may continue to conduct business with the City and discuss business that is unrelated to the solicitation with the City staff. Offerors may not discuss the solicitation with any City employees or evaluation panel members.

Offerors may discuss their proposal or the solicitation with the Mayor or one or more members of the Phoenix City Council, provided such meetings are scheduled through the Procurement Officer, and are posted as open meetings with the City Clerk at least 24 hours prior to the scheduled meetings. The City Clerk will be responsible for posting the meetings. The posted notice shall identify the participants and the subject matter, as well as invite the public to participate.

With respect to the selection of the successful Offerors, the City Manager and/or City Manager's Office will continue the past practice of exerting no undue influence on the process. In all solicitations of bids and proposals, any direction on the selection from the City Manager and/or City Manager's Office and Department Head (or representative) to the proposal review panel or selecting authority must be provided in writing to all prospective Offerors.

This policy is intended to create a level playing field for all Offerors, assure that contracts are awarded in public, and protect the integrity of the selection process. OFFERORS THAT VIOLATE THIS POLICY SHALL BE DISQUALIFIED. After official Notice is received by the City for disqualification, the Offeror may follow the Protest process, unless the Solicitation is cancelled without notice of intent to re-issue.

"To discuss" means any contact by the Offeror, regardless of whether the City responds to the contact. Offerors that violate this policy will be disqualified until the resulting contract(s) are awarded, or all offers or responses are rejected and the solicitation is cancelled without any announcement by the Procurement Officer of the City's intent to reissue the same or a similar solicitation. The City interprets the policy as continuing through a cancellation of a solicitation

until Council award of the contract, as long as the City cancels with a statement that the City will rebid the solicitation.

2.22. Protest Process

Offeror may protest the contents of a solicitation no later than seven days before the solicitation deadline when the protest is based on an apparent alleged mistake, impropriety or defect in the solicitation. Protests filed regarding the solicitation may be addressed by an amendment to the solicitation or denied by the City. If denied, the opening and award will proceed unless the City determines that it is in the City's best interests to set new deadlines, amend the solicitation, cancel or re-bid.

Therefore, unless otherwise notified by a formal amendment, the Protester must adhere to all solicitation dates and deadlines, including timely filing of an offer, regardless of filing a protest.

Offeror may protest an adverse determination issued by the City regarding responsibility and responsiveness, within seven days of the date the Offeror was notified of the adverse determination.

Offeror may protest an award recommendation if the Offeror can establish that it had a substantial chance of being awarded the contract and will be harmed by the recommended award. The City will post recommendations on the City's website to award the contract(s) to an Offeror(s). Offeror must submit award protests within seven days after the posting of the award recommendation, with exceptions only for good cause shown, within the City's full and final discretion.

All protests will be in writing, filed with the Procurement Officer identified in the solicitation and include the following:

- Identification of the solicitation number;
- The name, address and telephone number of the protester;
- A detailed statement describing the legal and factual grounds for the protest, including copies of relevant documents;
- The form of relief requested; and
- The signature of the protester or its authorized representative.

The Procurement Officer will render a written decision within a reasonable period after the protest is filed. The City will not request City Council authorization to award the contract until the protest process is complete. All protests and appeals must be submitted in accordance with the City's Procurement Code, (Phoenix City Code, Ch. 43) and any protests or appeals not submitted within the time requirements will not be considered. Protests must be filed with the Procurement Officer.

2.23. Public Record

All Offers submitted in response to this solicitation will become the property of the City and become a matter of public record available for review pursuant to Arizona State law. If an Offeror believes that a specific section of its Offer response is confidential, the Offeror will

isolate the pages marked confidential in a specific and clearly labeled section of its Offer response. An Offeror may request specific information contained within its Offer is treated by the Procurement Officer as confidential provided the Offeror clearly labels the information "confidential." To the extent necessary for the evaluation process, information marked as "confidential" will not be treated as confidential. Once the procurement file becomes available for public inspection, the Procurement Officer will not make any information identified by the Offerors as "confidential" available to the public unless necessary to support the evaluation process or if specifically requested in accordance with applicable public records law. When a public records request for such information is received, the Procurement Officer will notify the Offeror in writing of any request to view any portion of its Offer marked "confidential." The Offeror will have the time set forth in the notice to obtain a court order enjoining such disclosure. If the Offeror does not provide the Procurement Officer with a court order enjoining release of the information during the designated time, the Procurement Officer will make the information requested available for inspection.

2.24. Late Offers

Late Offers must be rejected, except for good cause. If a late Offer is submitted, the Department will document the date and time of the submittal of the late Offer, keep the Offer and notify the Offeror that its Offer was disqualified for being a late Offer.

2.25. Right to Disqualify

The City reserves the right to disqualify any Offeror who fails to provide information or data requested or who provides materially inaccurate or misleading information or data. The City further reserves the right to disqualify any Offeror on the basis of any real or apparent conflict of interest that is disclosed by the Offer submitted or any other data or information available to the City. This disqualification is at the sole discretion of the City. By submission of a solicitation response, the Offeror waives any right to object now or at any future time, before any agency or body including, but not limited to, the City Council of the City or any court as to the exercise by the City of such right to disqualify or as to any disqualification by reason of real or apparent conflict of interest determined by the City. The City reserves the right to replace the disqualified Offeror.

2.26. Statement of Bonding Ability

Offerors must submit a letter from a bonding or insurance company stating that the Offeror can qualify for and procure the performance and/or payment surety required in this solicitation. Submittals received without the required statement of ability to secure a performance or payment surety may be considered as non-responsive. Offerors anticipating the submittal of a cash surety in lieu of a bond should submit a statement notifying the City.

2.27. Contract Award

The City reserves the right to award a contract by individual line items, by group, all or none, or any other combination most advantageous to the City. The City reserves the right to multiple award.

2.28. Determining Responsiveness and Responsibility

Offers will be reviewed for documentation of any required minimum qualifications, and completeness and compliance with the solicitation requirements. The City reserves sole discretion to determine responsiveness and responsibility.

Responsiveness: Nonresponsive Offers will not be considered in the evaluation process. The solicitation states criteria that determine responsiveness, and the solicitation includes terms and conditions that if included or excluded from Offers will render an Offer nonresponsive.

Responsibility: To obtain true economy, the City must conduct solicitations to minimize the possibility of a subsequent default by the Offeror, late deliveries, or other unsatisfactory performance that may result in additional administrative costs. It is important that the Offeror be a responsible Offeror. Responsibility includes the Offeror's integrity, skill, capacity, experience, and facilities for conducting the work to be performed.

2.29. Detailed Evaluation of Offers and Determination of Competitive Range

The Procurement Officer will score the price, which will be added to the overall consensus score. The overall consensus scores will determine the Offerors' rankings and which Offers are within the Competitive Range, when appropriate.

2.30. Offers Not Within the Competitive Range

The City may notify Offerors of Offers that the City determined are not in the Competitive Range.

2.31. Discussions with Offerors in the Competitive Range

The City will notify each Offeror whose Offer is in the Competitive Range or made the 'short list' and provide in writing any questions or requests for clarification to the Offeror. Each Offeror so notified may be interviewed by the City and asked to discuss answers to written or oral questions or provide clarifications to any facet of its Offer. The Offerors in the competitive range may be required to provide a demonstration of their product.

Demonstrations - Offerors in the competitive range may be invited to construct a hands-on sample or presentation of their solution at the City of Phoenix. In addition, each finalist may prepare and deliver a presentation of their proposed solution based on the script developed by the evaluation panel. The City may also require a hands-on lab demonstration designed specifically for the evaluation panel. The results of the surveys will be tabulated and delivered to the evaluation team for the final review and solution selection session(s).

If an Offer in the Competitive Range contains conditions, exceptions, reservations or understandings to or about any Contract or Solicitation Scope requirement, the City may discuss or negotiate the conditions, exceptions, reservations or understandings during these meetings. But the City in its sole discretion may reject any and all conditions, exceptions, reservations and understandings, and the City may instruct any Offeror to remove the conditions, exceptions, reservations or understandings. If the Offeror fails to do so, the City may determine the Offer is nonresponsive, and the City may revoke its determination that the Offer is in the Competitive Range.

To the fullest extent permitted by law, the City will not provide any information, financial or otherwise, to any Offeror about other Offers received in response to this solicitation. During discussions with Offerors in the Competitive Range, the City will not give Offerors specific prices or specific financial requirements that Offerors must meet to qualify for further consideration. The City may state that proposed prices are too high with respect to the marketplace or otherwise unacceptable. Offerors will not be told of their relative rankings before Contract award.

2.32. Best and Final Offers (BAFO)

A BAFO is an option available for negotiations. Each Offeror in the Competitive Range, which is determined in the City's sole discretion, may be afforded the opportunity to amend its Offer and make one BAFO.

If an Offeror's BAFO modifies its initial Offer, the modifications must be identified in the BAFO. The City will evaluate BAFOs based on the same requirements and criteria applicable to initial Offers. The City will adjust appropriately the initial scores for criteria that have been affected by offer modifications made by a BAFO. Based on the criteria defined in the solicitation as weighted, the City will then perform final scoring and prepare final rankings.

The Procurement Officer will recommend the Offer that is the best value and most advantageous to the City based on the evaluation criteria.

The City reserves the right to make an award to an Offeror whose Offer is the highest rated, best value, and most advantageous to the City based on the evaluation criteria, without conducting written or oral discussions with any Offeror, without negotiations, and without soliciting BAFOs.

3. Scope of Work

3.1. GENERAL REQUIREMENTS

- A. The contractor shall provide a comprehensive selection of products at anticipated volumes available through manufacturer's current published price lists. Products offered shall be the newest product model available from the manufacturer. No prototype, demo products, rebuilt or reconditioned products shall be accepted. Submissions for remanufactured equipment will be considered non-responsive and rejected. Equipment shall conform, as applicable, to all Arizona Motor Vehicle laws, Federal Motor Vehicle laws (including the Federal Bridge Formula), Occupational Safety & Health Administration (OSHA), US Environmental Protection Agency (EPA), Federal Motor Vehicle Safety Standards (FMVSS), Industrial Commission of Arizona (ICA), and Arizona Motor Vehicle Division (MVD) regulations, as well as, all other industry standards, including the National Electric Code and the National Fire Protection Association, in effect, whether or not such requirements are specified in detail, at the time of delivery.
- B. The contract will provide all equipment ready in all respects for use and with all requested services completed by the Contractor before delivery.
- C. The contractor will supply a quote within seven (7) days after receiving request from the City. The quotation will include but not be limited to the following information: City contract number, vehicle availability and delivery lead-time, Vehicle Identification Number (VIN) if available, dealer stock number if available, vehicle base bid price, itemized options (including line-item cost), applicable tax, total price, and point of contact. For vehicles requiring upfit/modifications, all applicable cost shall be included in quotation. If the upfit/modifications are being completed by a separate subcontractor, Contractor will provide the subcontractor's quotation on a separate sheet(s) and supply it with the Contractor quotation.
- D. Within fourteen (14) calendar days after receipt of a purchase order, Contractor will provide the City with copies of the manufacturer's factory order numbers, to confirm vehicles have been ordered. If confirmation of manufacturer's factory order numbers is not received within this timeframe, the City has the option to cancel the order and purchase from another source. The City may charge the extra cost of procuring the vehicles to the original vendor. This will be considered a mandatory requirement. Failure to provide this document for each vehicle ordered may be cause for determination of default of contract.

- E. Contractors shall have the ability to create and process numerous individual accounts for order placement, billing and reporting purposes and have inventory and transportation capacities sufficient to meet customer demand and contract delivery requirements.
- F. The contractor shall have qualified and trained personnel capable of assisting all citywide departments with all contract activities. Contract activities shall include such things as; customer dispute resolution services (at transaction level), multiple account set up and management, expediting services (order follow up), customer assistance, etc.
- G. The contractor shall assign a representative(s) to the City of Phoenix to act as a liaison between the citywide departments and the contractor. The representative(s) may be assigned by department. At a minimum, one primary representative and one back-up shall be assigned to act as main points of contact for the contract managers.
- H. The contractor shall provide general help and ordering assistance including toll-free phone and web-based support.
- I. The contractor shall be responsible for ensuring the most current manufacturer's published price lists are available to citywide departments and shall keep updated any on-line catalogs as well as the documentation posted through the Central Procurement Division's assigned Contract Administrator.
- J. The contractor shall have a return process in place to accommodate for any defective or damaged product. Any item that is received in error or in a defective or damaged condition shall be replaced or returned within thirty (30) days at no cost to the citywide department.
- K. The contractor shall have local City of Phoenix authorized service and repair facilities capable of servicing or repairing any equipment sold to the City of Phoenix. If there are no local authorized service or repair facilities, contractor must provide a list of available facilities along with the process for servicing and/or repairing any equipment sold to the City.
- L. The City will have varying needs. Contractor will provide a full line of manufactured new vehicles and all subsequent variants of each vehicle; including but not limited to, models and manufacturer options to meet the needs of the City.
- M. The City of Phoenix may request the awarded Contract(s) to customize/modify any equipment for specific departmental needs. Other equipment may require

interior and/or exterior modifications per the City's request. The City will supply all customization/modification requests to the Contractor. The Contractor will identify any conditions that apply to the customization/modification on a quotation to the City for review and acceptance before any work commences.

- N. The Contractor will submit a current and complete Manufacturer's Certification form, stating that the Contractor is the Manufacturer or a Certified Representative of the Manufacturer, for each Manufacturer they represent under a resultant contract. The Manufacturer's Certification form(s) must be executed by the Manufacturer(s) only and may not be completed by the Contractor. Dealer agreements will not be accepted in lieu of a Manufacturer's Certification.
- O. Engines, model, accessories, and options offered, main and auxiliary (if required), must meet or exceed the Federal Emissions Standards in place at the time the purchase order is issued. Vehicles offered must be the current model in production at the time the purchase order is issued. If the model year offered is a future production model, the Federal Emissions Standard in place at the time of production is required.

3.2. PRODUCT CATEGORIES

Equipment offered in the following categories shall be considered for award. These categories shall be defined by similar types of products and include all related types of powered equipment (i.e. gasoline, E85, bio-diesel, diesel, alternative fuels, battery and electric), parts and accessories:

- A. **Lawn and Garden Equipment:** Such as, but not limited to; edger's, shrub trimmers, chain saws, stump grinders, wood splitters, weed eaters, leaf blowers, etc.
- B. **Mowers:** Such as, but not limited to; walk-behind, reel, rotary, flail, zero turn, ride on, commercial front and wide-area mowers, commercial boom or side-arm mowers, three point hitch type, pull behind, trim (edge), etc.
- C. **Athletic Field and Turf Equipment:** Such as, but not limited to; aerators, ball field and bunker rakes, scrapers, stripers, rollers, edger's, etc.
- D. **Sprayers:** Such as, but not limited to; backpack sprayers, spot sprayers, electric or gas- powered towable or mounted sprayers (encompassing cart, trailer, truck or vehicle mounted), self-standing mix tanks, etc., including all applicable parts, attachments and accessories. Stock and custom rigs are included.
- E. **Brush or Woodchippers:** Such as, but not limited to; hydraulic fed, PTO driven, skid mount or upright chippers, gas-powered capable of processing up to 3"

diameter material, diesel- powered capable of chipping material up to 18" x 24", including all attachments and accessories.

- F. **Tractors:** Such as, but not limited to; compact utility, utility, tow tractors and agriculture tractors, etc., including all applicable implements and attachments.
- G. **Compact Excavators:** (Max operational weight of 15,000 lbs.) Such as, but not limited to; skid steers, loader backhoes, tractor loaders, mini hydraulic excavators, etc., including all applicable implements and attachments.
- H. **Utility Trailers:** (Max GVWR 25,900 lbs and electric brakes only.) Full line and sizes of Fifth wheel, Ball Hitch, Lunette Eye Pintle Hook, enclosed, open, tilt, tandem axle, single axle, carry-on dump trailers, off-road vehicle trailers. Semi-trailers are not included.
- I. **Utility Vehicles:** Such as, but not limited to; GEMs & like vehicles, golf carts, burden carriers, personnel carriers, etc., including all attachments and accessories.
- J. **Motorcycles:** Two-wheeled vehicles, may be powered by internal combustion engines or electric motors. These motorcycle types are including but not limited to cruisers, sportbikes, touring, dual-sport/adventure, and standard. This includes but not limited to current police motorcycle models, including all attachments and accessories to upfit for police use.
- K. **Utility Boxes:** (Maximum capacity 70 cu. ft.) Such as, but not limited to; steel, aluminum or plastic construction, truck toolbox, construction site storage box (job box), storage drawer boxes for van and truck bed mounting;
- L. **Camper Shells:** Such as but not limited to; fiberglass, thermoplastic, aluminum, canvas, etc.
- M. **All-Terrain Vehicles (ATV):** Such as, but not limited to; three, four, or six-wheelers, quads, work/utility ATVs, terrain golf carts, etc., including all attachments and accessories. Sand Rail and Dune Buggy ATVs are not included.
- N. **Towable:** Such as, but not limited to; towable light towers, trailer mounted centrifugal pumps, mast arm trailers, pull behind generators and air compressors, etc.

3.3. SPECIFIC EQUIPMENT REQUIREMENTS

- A. **Decals –** Decals or markings of any type pertaining to advertisement other than those installed by the manufacturer such as name and model will not be attached to any vehicle.

- B. Fluid Requirements – Contractor will be responsible for notifying the City of special fluid requirements that are necessary to maintain standard and extended warranties and service agreements i.e. transmission fluid, anti-freeze, oils and lubricants that will be Original Equipment Manufacturer (OEM) only.
- C. Service Requirements – All vehicles will be completely assembled, serviced, adjusted and all equipment including standard and optional equipment will be installed and the units made ready for continuous operation. Servicing requirements will include, but not limited to, the following:
 - 1. Complete lubrication
 - 2. Checking of all fluid levels to ensure that they are filled to the manufacturer's recommended capacity
 - 3. Full tank(s) of fuel, less delivery fuel
 - 4. Engine adjustment to proper operation condition
 - 5. Tire inflation to correct pressure
 - 6. Checking of all mechanical and electrical operations
 - 7. Checking for any appearance defects
 - 8. Cleaning, removal of all unnecessary tags and sticker, washing if necessary
- D. Special Paint Requirement – The City may require special paint for some vehicles. An increase of no more than thirty (30) days over the required delivery time will be allowed for this requirement. Contractors will indicate if there are any quantity requirements or an additional cost for specialty fleet colors. If no information is provided, it will be understood that there is no quantity requirement or additional cost.
- E. Tires – Any spare tire supplied, optional or standard, will match the OEM tires and wheels contained on the vehicle. Spare tires will be full size tire and wheel identical to factory OEM.
- F. Vehicle Equipment Requirements – All base vehicles offered shall, at a minimum, include the following (if available and applicable):
 - 1. All standard factory equipment
 - 2. Automatic transmission
 - 3. Cruise Control
 - 4. Four (4) keys and two (2) keyless entry remotes (if applicable), per vehicle

5. Air conditioning
6. Cloth seats
7. Rear view mirrors on driver and passenger doors
8. Window tint will be as dark as possible, not to exceed Arizona legal requirements, and will be applied on all side and rear windows to block out not more than 33% of the light or reflect more than 35%.

3.4. MANUALS

- A. The contractor shall provide, at no additional cost, all applicable manuals when equipment is purchased. The contractor shall supply all applicable manuals and reference guides that fall in line within the industry standard. All required manuals shall be provided at the time of delivery.
- B. All service manuals, parts books, diagrams, and schematics shall be provided in electronic, web based and/or hard copy using the following format and quantity. All materials will be provided by model and model year delivered. Electronic copies of the service and parts manuals are required. Electronic copies shall be presented in a PDF searchable format.
 1. Operator's Manual - One paper copy (no exceptions) per unit delivered, and one single additional copy per model for placement in a reference library.
 2. Service, Wiring Diagrams, Hydraulic/Pneumatic Schematics and Parts Manuals - One electronic copy each of the service manual and parts book shall be supplied. One electronic copy of the complete wiring diagrams and hydraulic schematics shall also be provided (for basic machine and engine). The hydraulic schematics shall include the diameter and length of each hose used. The manufacturer's part number used for each fitting shall also be provided.
 - a. Service, Wiring Diagrams, Hydraulic/Pneumatic Schematics and Parts Manuals Paper Copy – If only a printed format is available, a total of five copies each of the service manual and parts manual shall be supplied. Five copies of the complete wiring diagrams and hydraulic schematics shall also be provided (for basic machine and engine). The hydraulic schematics shall include the diameter and length of each hose used. The manufacturer's part number used for each fitting shall also be provided. The Hydraulic/Pneumatic Schematics and Manuals shall be delivered to location designated by the purchasing department.
 - b. Service, Wiring Diagrams, Hydraulic/Pneumatic Schematics and Parts Manuals will cover all components of the applicable equipment in detail (to include engine, transmission, axles, wiring, hydraulics and all other components). Service manuals will be sufficiently comprehensive so as to provide a journeyman level mechanic adequate direction and procedures for routine maintenance, problem

diagnosis and repair of all components on the applicable equipment including optional accessories.

- c. Parts manuals will likewise be sufficiently detailed to cover all components and their individual parts that are installed on the applicable equipment. Original component manufacturer's part numbers will be provided as well as any additional equipment installed on the applicable equipment.
- 3. One (1) electronic copy of the Overhaul Manual shall be provided per order.
- 4. One (1) electronic copy of the Cross-reference guide from manufactures (part numbers to their suppliers' part numbers), shall be provided per order.
- C. A release shall be provided allowing the City the rights to install electronic copies to the City's intranet website. Access to component manufacturer's websites is acceptable in lieu of paper, access must be operable to the City of Phoenix at time of delivery. Shop manuals will be provided by electronic copy and/or web-based access to the City.
- D. Diagnostic and troubleshooting software, if necessary for maintenance, repair, and diagnostics of the applicable equipment must also be provided at time of delivery, one copy per order.
- E. The manuals and schematics supplied shall provide complete and comprehensive information on all equipment components and accessories, as supplied to comply with this Scope of Work. On equipment assembled from manufactured components, the parts manuals shall show the manufacturer of each part and all cross-referencing between the contractor and the manufacturers.

3.5. TRAINING

The Contractor shall provide training as outlined below. Training will be provided in a three-phased approach, with an Operator level training class, a Maintenance Orientation class and an In-Depth Maintenance training class provided. The timing of these classes and specific subject matter is detailed below.

General Training Requirements: Training will be conducted at the City of Phoenix Fleet Services Division Facility, 2441 South 22nd Avenue, Phoenix, Arizona, unless otherwise designated by same. The Contractor will provide all necessary audiovisual materials and instructors for this purpose. All training classes will contain at least ten City Technicians. The Contractor shall allow videotaping of the training session(s) by City personnel and all tapes shall remain the sole property of the City of Phoenix. Additionally, the Contractor shall provide any available CD/DVD's or access to online resources, on the repair, maintenance, operation and safety of the units or components, at no additional cost. Where available video tapes are copyrighted, it is the Contractor's responsibility to secure written approval for duplication of these tapes for the sole use of the City of Phoenix training process.

Where the Contractor does not have appropriate knowledge or materials for providing this training, it will be the Contractor's responsibility to coordinate and secure, at no additional cost, subcontractors to meet the requirement of this specification.

The Contractor shall allow 21 days scheduling time for Fleet Services to notify appropriate employees of training.

The Contractor shall supply an outline of all training classes to the training coordinator before the first unit is delivered. The Contractor will coordinate all training through Fleet Services Training Coordinator.

Maintenance Orientation Training: There will be an initial four-hour orientation training on the maintenance and operation of the vehicle within two weeks of delivery of the first current model unit to the City. The Contractor shall supply an outline to the training coordinator upon delivery of the first unit and be available to provide this orientation up to three times during an agreed-upon one-week period, with one class each held during 1st, 2nd, and 3rd shifts (i.e., there will be a day shift class, a swing shift class, and a grave shift class—held during those shifts' work hours). Orientation training shall be provided according to the following outline:

Technical Manuals (Service and Parts)

- Format
- Use

Vehicle Familiarization

- Description of systems and components
- Maintenance services and lubrication
- Vehicle operation
- Warranty specifications and requirements
- Safety

Engine

- Operation
- Maintenance services and lubrication
- Tune up
- Emissions controls, DPF, DEF System
- Engine controls (manual, electronic, if equipped, shut down, computer controls, if equipped and troubleshooting)
- Cooling system (integrated sub system with pump for aux. cooling, coolant recovery system)
- Oil filtration system
- Ignition system (diagnosis, repair, troubleshooting)
- Fuel system (diagnosis, repair, and troubleshooting)

- EFI/PFI, if equipped

Transmission and Drivetrain

- Description of systems and components
- Operation
- Maintenance services and lubrication
- Service requirements (proper methods and intervals)
- Controls (manual, electronic, if equipped)
- Integrated emergency warning system
- PTO (operation, maintenance services, repair and troubleshooting), if equipped repair and lubrication)
- Split shaft PTO operation if equipped
- Retarder, if equipped
- Tag axle and controls, if equipped

Brakes and Air Supply System

- Description of systems and components
- Operation
- Maintenance services, repair and lubrication of components
- Repair and component replacement (brakes and air systems) Warning devices and troubleshooting
- Anti lock system if equipped

Body and Components

- Lubrication and service requirements
- Adjustments (compartment doors, lids and covers)

Hydraulic Systems

- Description of systems and components
- Operational controls (manual, electronic, proportional and automatic sequencing)
- Maintenance services, repair and lubrication
- Troubleshooting
- System diagnosis

Electrical Component

- Troubleshooting and repair

Packer and Lift Operation Hydraulics

- Description of systems and components
- Maintenance services, repair and lubrication
- Troubleshooting
- System diagnosis

Maintenance In-Depth Training: Contractor shall provide the needed resources to train City technicians on methods to diagnose and troubleshoot all components. This training will be provided by the body manufacturer 90 to 180 days after the first unit is placed into service, in order to ensure the training aligns with anticipated breakdowns and service needs.

This training will be an in-depth, journeyman level class including both classroom time and hands-on training, for a (minimum) three-day (24 hour) course length.

Training will include an emphasis on diagnostics, electrical systems, hydraulics, electrical/pneumatic/hydraulic controls, computerized controls, and typical maintenance and repair subjects associated with the body, packer, and lift as deemed most valuable by the body manufacturer. Training should utilize current model trucks/components, training mockups, cutaways, etc., in order to provide adequate hands-on instruction.

Training will take place at a City facility or at the local vendor's location, or both, and be made available up to three times during a 30 day period (to coincide with truck purchases within each contract year), with one class each held during 1st, 2nd, and 3rd shifts (i.e., there will be a day shift class, a swing shift class, and a grave shift class—held during those shifts' work hours). Classes will hold up to ten City technicians.

An outline of this training and coordination of date and times shall be provided to the training coordinator, prior to any classes.

Operator Training: Contractor shall provide onsite operator training at the four City of Phoenix service centers for ten operators. This training will be coordinated with the Fleet Services Training Coordinator.

Vehicle Familiarization

- Description of systems and components
- Maintenance services/inspection and lubrication
- Vehicle operation
- Safety

Engine

- Operation

- Engine controls manual, electronic, and shut down
- Emissions controls, DPF, DEF System

Transmission

- Description of systems and components
- Operation
- Maintenance services/inspection and lubrication
- Service requirements (proper methods and intervals)
- Controls (manual, electronic, if equipped)
- Integrated emergency warning system
- PTO (operation, maintenance services, inspections, and lubrication)
- Split shaft PTO operation (if equipped)

Brakes and Air Supply System

- Description of systems and components
- Operation
- Maintenance services, inspection and lubrication of components
- Warning devices and troubleshooting
- Anti-lock system if equipped

Body and Components

- Lubrication and operator adjustments (if applicable)

Hydraulic Systems

- Description of systems and components
- Operational controls (manual, electronic and automatic sequencing)
- Maintenance services/inspection
- Operator solutions

Operator Level Troubleshooting

- Warning lights and work lights - breaker reset

4. Evaluation Process

Evaluation Criteria

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	<p>Experience</p> <p>Statement of Qualifications Offerors shall submit your Statement of Qualifications (SOQ) for consideration for the services listed in the Scope of Work section by answering the questions below under each evaluation criteria:</p> <p>The contractor must have a minimum of five (5) consecutive years of being an authorized distributor for the Original Equipment Manufacturer (OEM) and be completely familiar with the specified requirements and methods needed for the proper performance of this contract. (See SOW section 2.17)</p> <p>Describe your Certification for, and relationship to, the equipment that you are offering to the City of Phoenix. (See SOW section 3.1.N)</p> <p>Customer Service. Provide a detailed description of your method of approach in providing and managing customer service for the City. The narrative shall describe the process to ensure adequate customer service for the City and shall address at a minimum all requirements. (See SOW section 3.1.F).</p> <p>Your SOQ should include a cover letter, and a company profile. We encourage you to highlight your team's qualifications, including the resumes of key personnel who will be performing all the related trainings. (See SOW section 3.5).</p>	Pass / Fail	1 (20% of Total)

2.	<p>Capacity</p> <p>Statement of Qualifications Offerors shall submit your Statement of Qualifications (SOQ) for consideration for the services listed in the Scope of Work (SOW) section by answering the questions below under each evaluation criteria:</p> <p>Offer shall provide a written narrative describing your organization's overall experience for providing the required services and products as stated in this solicitation, as well as, demonstrating your ability to satisfy the Scope of Work and your organization's ability to provide the various products and services sought under this solicitation. Within the response to this item, the narrative shall at the minimum describe the following:</p> <ul style="list-style-type: none"> ● Products. Provide a detailed written response illustrating how the products being offered will meet the requirements of this solicitation. For each product category being offered a detailed description shall be provided illustrating the products compliance with requirements stated within the SOW (see SOW section 3.2) including at a minimum the following information: <ul style="list-style-type: none"> ○ description of products and manufacturers within each category ○ total number of products offered in your catalog ○ Catalogs ○ MSDS Sheets ● Warranties. Provide a detailed description of equipment repair and warranties provided on products offered. The description shall address as stated in Special Terms and Conditions (See section 6.22-Warranty) 	Pass / Fail	<p>1 (20% of Total)</p>
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3.	<p>Customization</p> <p>Statement of Qualifications Offerors shall submit your Statement of Qualifications (SOQ) for consideration for the services listed in the Scope of Work section by answering the questions below under each evaluation criteria:</p> <p>Describe your ability to provide vehicle equipment Customization for the City of Phoenix. (See SOW section 3.1.M)</p> <p>Does your entity offer product customization in the category selected and if so, provide details as to what types of customizations can be provided and your process established to execute such customizations? (See SOW Section 3.1. M)</p>	Pass / Fail	1 (20% of Total)
4.	<p>Location</p> <p>Statement of Qualifications Offerors shall submit your Statement of Qualifications (SOQ) for consideration for the services listed in the Scope of Work section by answering the questions below under each evaluation criteria:</p> <p>Describe in detail where your authorized service and repair facilities are located. (See SOW Section 3.1.K)</p> <p>Distribution Resources. Describe your organizations capability to provide the products and services required by this solicitation. The description shall include at a minimum the following</p> <ul style="list-style-type: none"> • Description of your organizations distribution facilities, warehouses, service facilities and retail networks as applicable. Include number, size location, as well as information on supporting sales staff. (See SOW section 3.1.K) 	Pass / Fail	1 (20% of Total)

5.	Discount Offered	Pass / Fail	1 (20% of Total)
	<p>Statement of Qualifications Offerors shall submit your Statement of Qualifications (SOQ) for consideration for the services listed in the Scope of Work section by answering the questions below under each evaluation criteria:</p> <p>Describe your process for ensuring the most current manufacturer's published price lists are available to citywide departments. (See Pricing Proposal Document in the Submittal section)</p> <p>Discounts - Provide a detailed description of discounts that will be offered to the City under a resultant contract. The description shall include at a minimum any of the discounts listed under the product categories (See SOW section 3.2). Discounts must be offered on chosen product categories and discount amounts shall be included in the pricing sheet associated with this solicitation.</p>		

5. Standard Terms and Conditions

5.1. Definition of Key Words Used in the Solicitation

Shall, Will, Must: Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of Offer as non-responsive.

Should: Indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, the City may, at its sole option, ask the Offeror to provide the information or evaluate the Offer without the information.

May: Indicates something that is not mandatory but permissible.

For purposes of this solicitation, the following definitions will apply:

"A.R.S." Arizona Revised Statute

"Buyer" or "Procurement Officer" City of Phoenix staff person responsible for the solicitation. The City employee or employees who have specifically been designated to act as a contact person or persons to the Contractor, and responsible for monitoring and overseeing the Contractor's performance under this contract.

"City" The City of Phoenix

"Contractor" The individual, partnership, or corporation who, as a result of the competitive process, is awarded a contract by the City of Phoenix.

"Contract" or "Agreement" The legal agreement executed between the City of Phoenix, AZ and the Contractor.

"Days" Means calendar days unless otherwise specified.

"Chief Procurement Officer" The contracting authority for the City of Phoenix, AZ, authorized to sign contracts and amendments thereto on behalf of the City of Phoenix, AZ.

"Employer" Any individual or type of organization that transacts business in this state, that has a license issued by an agency in this state and employs one or more employees in this state. Employer includes this state, any political subdivision of this state and self-employed persons. In the case of an independent contractor, employer means the independent contractor and does not mean the person or organization that uses contract labor. (A.R.S. 23-211).

"Offer" Means a response from a Supplier, Contractor, or Service Provider to a solicitation request that, if awarded, binds the Supplier, Contractor, or Service Provider to perform in accordance with the contract. Same as bid, proposal, quotation or tender.

"Offeror" Any Vendor, Seller or Supplier submitting a competitive offer in response to a solicitation from the City. Same as Bidder or Proposer.

"Solicitation" Means an Invitation for Bid (IFB), Request for Proposal (RFP), Request for Quotations (RFQ), Request for Qualifications (RFQu) and request for sealed Offers, or any other type of formal procurement which the City makes public through advertising, mailings, or some other method of communication. It is the process by which the City seeks information, proposals, Offers, or quotes from suppliers.

“Suppliers” Firms, entities or individuals furnishing goods or services to the City.

“Vendor or Seller” A seller of goods or services.

5.2. Contract Interpretation

- A. **Applicable Law:** This Contract will be governed by the law of the State of Arizona, and suits pertaining to this Contract will be brought only in Federal or State courts in Maricopa County, State of Arizona.
- B. **Contract Order of Precedence:** In the event of a conflict in the provisions of the Contract, as accepted by the City and as they may be amended, the following will prevail in the order set forth below:
1. Federal terms and conditions, if any
 2. Special terms and conditions
 3. Standard terms and conditions
 4. Amendments
 5. Statement or scope of work
 6. Specifications
 7. Attachments
 8. Exhibits
 9. Instructions to Contractors
 10. Other documents referenced or included in the Solicitation
- C. **Organization – Employment Disclaimer:** The Agreement resulting hereunder is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties will be only those expressly set forth in the agreement. The parties agree that no persons supplied by the Contractor in the performance of Contractor’s obligations under the agreement are considered to be City’s employees and that no rights of City civil service, retirement or personnel rules accrue to such persons. The Contractor will have total responsibility for all salaries, wage bonuses, retirement, withholdings, workmen’s compensation, occupational disease compensation, unemployment compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and will save and hold the City harmless with respect thereto.
- D. **Severability:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid will not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.

- E. **Non-Waiver of Liability:** The City of Phoenix as a public entity supported by tax monies, in execution of its public trust, cannot agree to waive any lawful or legitimate right to recover monies lawfully due it. Therefore, any Contractor agrees that it will not insist upon or demand any statement whereby the City agrees to limit in advance or waive any right the City might have to recover actual lawful damages in any court of law under applicable Arizona law.
- F. **Parol Evidence:** This Agreement is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage in the trade will be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this contract will not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

5.3. Contract Administration and Operation

- A. **Records:** All books, accounts, reports, files and other records relating to the contract will be subject at all reasonable times to inspection and audit by the City for five years after completion of the contract. Such records will be produced at a City of Phoenix office as designated by the City. Confidentiality will be maintained, and City will not violate any proprietary or other confidentiality agreements Contractor has in place.
- B. **Discrimination Prohibited:** Contractor agrees to abide by the provisions of the Phoenix City Code Chapter 18, Article V as amended. Any Contractor, in performing under this contract, will not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age or disability nor otherwise commit an unfair employment practice. The supplier and/or lessee will take action to ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, or national origin, age or disability and adhere to a policy to pay equal compensation to men and women who perform jobs that require substantially equal skill, effort and responsibility, and that are performed within the same establishment under similar working conditions. Such action will include but not be limited to the following: Employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The supplier further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this contract. Contractor further agrees that this clause will be incorporated in all subcontracts, job-contractor agreements or subleases of this agreement entered into by supplier/lessee.
- C. **Equal Employment Opportunity and Pay:** In order to do business with the City, Contractor must comply with Phoenix City Code, 1969, Chapter 18, Article V, as

amended, Equal Employment Opportunity Requirements. Contractor will direct any questions in regard to these requirements to the Equal Opportunity Department, (602) 262-6790.

1. **For a Contractor with 35 employees or fewer:** Contractor in performing under this Agreement shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age, or disability, nor otherwise commit an unfair employment practice. The Contractor will ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability. Such action shall include but not be limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The Contractor further agrees that this clause will be incorporated in all subcontracts related to this Agreement that involve furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this Agreement. Contractor further agrees that this clause will be incorporated in all subcontracts, Contractor agreements or subleases of this agreement entered into by supplier/lessee.
2. **For a Contractor with more than 35 employees:** Contractor in performing under this Agreement shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age, or disability, nor otherwise commit an unfair employment practice. The Contractor will ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability, and shall adhere to a policy to pay equal compensation to men and women who perform jobs that require substantially equal skill, effort, and responsibility, and that are performed within the same establishment under similar working conditions. Such action shall include but not be limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The Contractor further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this contract. Contractor further agrees that this clause will be incorporated in all subcontracts, job-Contractor agreements or subleases of this Agreement entered into by supplier/lessee. The Contractor further agrees not to discriminate against any worker, employee or applicant, or any member of the public, because of sexual orientation or gender identity or expression and shall ensure that applicants are employed, and employees are dealt with during employment without regard to their sexual orientation or gender identity or expression.

3. **Documentation:** Suppliers and lessees may be required to provide additional documentation to the Equal Opportunity Department affirming that a nondiscriminatory policy is being utilized.
 4. **Monitoring:** The Equal Opportunity Department shall monitor the employment policies and practices of suppliers and lessees subject to this article as deemed necessary. The Equal Opportunity Department is authorized to conduct on-site compliance reviews of selected firms, which may include an audit of personnel and payroll records, if necessary.
- D. **Legal Worker Requirements:** The City of Phoenix is prohibited by A.R.S. § 41-4401 from awarding a contract to any Contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees that:
1. Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214, subsection A.
 2. A breach of a warranty under paragraph 1 will be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.
 3. The City of Phoenix retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on the contract to ensure that the Contractor or subcontractor is complying with the warranty under paragraph 1.
- E. **Health, Environmental, and Safety Requirements:** The Contractor's products, services and facilities will be in full compliance with all applicable Federal, State and local health, environmental and safety laws, regulations, standards, codes and ordinances, regardless of whether or not they are referred to by the City. At the request of City representatives, the Contractor will provide the City:
1. Environmental, safety and health regulatory compliance documents (written safety programs, training records, permits, etc.) applicable to services provided by the Contractor in this contract.
 2. A list of all federal, state, or local (EPA, OSHA, Maricopa County, etc.) citations or notice of violations issued against their firm or their subcontractors including dates, reasons, dispositions and resolutions.
 3. The City will have the right, but not the obligation to inspect the facilities, transportation vehicles or vessels, containers and disposal facilities provided by the Contractor or subcontractor. The City will also have the right to inspect operations conducted by the Contractor or subcontractor in the performance of this agreement. The City further reserves the right to make unannounced inspections of the Contractor's facilities (during normal business hours).
- F. **Compliance with Laws:** Contractor agrees to fully observe and comply with all applicable Federal, State and local laws, regulations, standards, codes and ordinances

when performing under this Contract regardless of whether they are being referred to by the City. Contractor agrees to permit City inspection of Contractor's business records, including personnel records to verify any such compliance. Because the contractor will be acting as an independent contractor, the City assumes no responsibility for the Contractor's acts.

- G. **Lawful Presence Requirement:** Pursuant to A.R.S. §§ 1-501 and -502, the City of Phoenix is prohibited from awarding a contract to any natural person who cannot establish that he or she is lawfully present in the United States. In order to establish lawful presence, this person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. In the event the prevailing responder is unable to satisfy this requirement, the City will offer the award to the next-highest scoring responder. The law does not apply to fictitious entities such as corporations, partnerships and limited liability companies.
- H. **Continuation During Disputes:** Contractor agrees that notwithstanding the existence of any dispute between the parties, insofar as is possible, under the terms of the contract, the Contractor will continue to perform the obligations required of Contractor during the continuation of any such dispute unless enjoined or prohibited by an Arizona Court of competent jurisdiction.
- I. **Emergency Purchases:** The City reserves the right to purchase from other sources those items which are required on an emergency basis and cannot be supplied immediately from stock by the Contractor.

5.4. Costs and Payments

- A. **General:** Any prompt payment terms offered must be clearly noted by the Contractor on all invoices submitted to the City for the payment of goods or services received. The City will make every effort to process payment for the purchase of material or services within thirty to forty-five calendar days after receipt of a correct invoice, unless a good faith dispute exists to any obligation to pay all or a portion of the account. Payment terms are specified in the Offer.
- B. **Payment Deduction Offset Provision:** Contractor acknowledges that the City Charter requires that no payment be made to any Contractor as long as there is an outstanding obligation due to the City. Contractor agrees that any obligation it owes to the City will be offset against any payment due to the Contractor from the City.
- C. **Late Submission of Claim by Contractor:** The City will not honor any invoices or claims which are tendered one year after the last item of the account accrued.
- D. **Discounts:** Payment discounts will be computed from the date of receiving acceptable products, materials and/or services or correct invoice, whichever is later to the date payment is mailed.

- E. **No Advance Payments:** Advance payments are not authorized. Payment will be made only for actual services or commodities that have been received, unless addressed specifically in the Scope of work for subscription services.
- F. **Fund Appropriation Contingency:** The Contractor recognizes that any agreement entered into will commence upon the day first provided and continue in full force and effect until termination in accordance with its provisions. The Contractor and the City herein recognize that the continuation of any contract after the close of any given fiscal year of the City, which ends on June 30th of each year, will be subject to the approval of the budget of the City providing for or covering such contract item as an expenditure therein. The City does not represent that said budget item will be actually adopted, said determination being the determination of the City Council at the time of the adoption of the budget.
- G. **Maximum Prices:** The City will not be invoiced at prices higher than those stated in any contract resulting from this Offer. Contractor certifies, by signing this Offer that the prices offered are no higher than the lowest price the Contractor charges other buyers for similar quantities under similar conditions, as applicable and shown by quotes for like services and goods. Contractor further agrees that any reductions in the price of the goods or services covered by this Offer and occurring after award will apply to the undelivered balance. The Contractor will promptly notify the City of such price reductions.
- H. **F.O.B. Point:** All prices are to be quoted F.O.B. destination, unless specified elsewhere in this solicitation.

5.5. Contract Changes

- A. **Contract Amendments:** Contracts will be modified only by a written contract amendment signed by persons duly authorized to enter into contracts on behalf of the Contractor. No verbal agreement or conversation with any officer, agent, or employee of the City either before or after execution of the contract, will affect or modify any of the terms or obligations contained or to be contained in the contract. Any such verbal agreements or conversation shall be considered as unofficial information and in no way binding upon the City or the Contractor. All agreements shall be in writing and contract changes shall be by written amendment signed by both parties.
- B. **Assignment - Delegation:** No right or interest in this contract nor monies due hereunder will be assigned in whole or in part without written permission of the City, and no delegation of any duty of Contractor will be made without prior written permission of the City, which may be withheld for good cause. Any assignment or delegation made in violation of this section will be void.
- C. **Non-Exclusive Contract:** Any contract resulting from this solicitation will be awarded with the understanding and agreement that it is for the sole convenience of the City. The

City reserves the right to obtain like goods or services from another source when necessary.

5.6. Risk of Loss and Liability

- A. **Title and Risk of Loss:** The title and risk of loss of material or service will not pass to the City until the City actually receives the material or service at the point of delivery; and such loss, injury, or destruction will not release seller from any obligation hereunder.
- B. **Acceptance:** All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. Noncompliance will conform to the cancellation clause set forth in this document.
- C. **Force Majeure:** Except for payment of sums due, neither party will be liable to the other nor deemed in default under this contract if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force majeure will not include late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition. If either party is delayed at any time in the progress of the work by force majeure, the delayed party will notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and will specify the causes of such delay in such notice. Such notice will be hand-delivered or mailed certified-return receipt and will make a specific reference to this provision, thereby invoking its provisions. The delayed party will cause such delay to cease as soon as practicable and will notify the other party in writing when it has done so. The time of completion will be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this contract.
- D. **Loss of Materials:** The City does not assume any responsibility, at any time, for the protection of or for loss of materials, from the time that the contract operations have commenced until the final acceptance of the work by the City.
- E. **Contract Performance:** Contractor will furnish all necessary labor, tools, equipment, and supplies to perform the required services at the City facilities designated, unless otherwise specifically addressed in the scope, or elsewhere in this Agreement. The City's authorized representative will decide all questions which may arise as to the quality and acceptability of any work performed under the contract. If, in the opinion of the City's authorized representative, performance becomes unsatisfactory, the City will notify the Contractor. The Contractor will have 30 days from that time to correct any specific instances of unsatisfactory performance, unless a different amount of time is specified in the agreement. In the event the unsatisfactory performance is not corrected within the time specified, the City will have the immediate right to complete the work to

its satisfaction and will deduct the cost to cover from any balances due or to become due the Contractor. Repeated incidences of unsatisfactory performance may result in cancellation of the agreement for default.

- F. **Damage to City Property:** Contractor will perform all work so that no damage to the building or grounds results. Contractor will repair any damage caused to the satisfaction of the City at no cost to the City. Contractor will take care to avoid damage to adjacent finished materials that are to remain. If finished materials are damaged, Contractor will repair and finish to match existing material as approved by the City at Contractor's expense.

5.7. City's Contractual Rights

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

- A. **Non-Exclusive Remedies:** The rights and remedies of the City under this Contract are non-exclusive.
- B. **Default in One Installment to Constitute Breach:** Each installment or lot of the agreement is dependent on every other installment or lot and a delivery of non-conforming goods or a default of any nature under one installment or lot will impair the value of the whole agreement and constitutes a total breach of the agreement as a whole.
- C. **On Time Delivery:** Because the City is providing services which involve health, safety and welfare of the general public, delivery time is of the essence. Delivery must be made in accordance with the delivery schedule promised by the Contractor.
- D. **Default:** In case of default by the Contractor, the City may, by written notice, cancel this contract and repurchase from another source and may recover the excess costs by (1) deduction from an unpaid balance due; (2) collection against the Solicitation and/or Performance Bond, or (3) a combination of the aforementioned remedies or other remedies as provided by law.
- E. **Covenant Against Contingent Fees:** Seller warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employers or bona fide established commercial or selling agencies maintained by the seller for the purpose of securing business. For breach or violation of this warranty, the City will have the right to annul the contract without liability or in its discretion to deduct from the contract price a consideration, or otherwise recover the full amount of such commission, brokerage or contingent fee.

- F. **Cost Justification:** In the event only one response is received, the City may require that the Contractor submit a cost proposal in sufficient detail for the City to perform a cost/price analysis to determine if the Offer price is fair and reasonable.
- G. **Work Product, Equipment, and Materials:** All work product, equipment, or materials created or purchased under this contract belongs to the City and must be delivered to the City at City's request upon termination of this contract. Contractor agrees to assign to City all rights and interests Contractor may have in materials prepared under this contract that are "works for hire" within the meaning of the copyright laws of the United States, including any right to derivative use of the material.

5.8. Contract Termination

- A. **Gratuities:** The City may, by written notice to the Contractor, cancel this contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City making any determinations with respect to the performing of such contract. In the event this contract is canceled by the City pursuant to this provision, the City will be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.
- B. **Conditions and Causes for Termination:**
 - 1. This contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty-day written notice to Contractor. The City at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the City will be liable only for payment under the payment provisions of this contract for services rendered and accepted material received by the City before the effective date of termination. Title to all materials, work-in-process and completed but undeliverable goods, will pass to the City after costs are claimed and allowed. The Seller will submit detailed cost claims in an acceptable manner and will permit the City to examine such books and records as may be necessary in order to verify the reasonableness of any claims.
 - 2. The City reserves the right to cancel the whole or any part of this contract due to failure of Contractor to carry out any term, promise, or condition of the contract. The City will issue a written notice of default to Contractor for acting or failing to act as in any of the following:
 - In the opinion of the City, Contractor provides personnel who do not meet the requirements of the contract;
 - In the opinion of the City, Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this contract;
 - In the opinion of the City, Contractor attempts to impose on the City personnel or materials, products or workmanship, which is of an unacceptable quality;

- Contractor fails to furnish the required service and/or product within the time stipulated in the contract;
- In the opinion of the City, Contractor fails to make progress in the performance of the requirements of the contract and/or gives the City a positive indication that Contractor will not or cannot perform to the requirements of the contract.

C. **Contract Cancellation:** All parties acknowledge that this contract is subject to cancellation by the City of Phoenix pursuant to the provision of Section 38-511, Arizona Revised Statutes.

5.9. Notice

All notices, consents, approvals, and other communications ("Notice") between the City and Contractor that are required to be given under this Contract shall be in writing and given by (1) personal delivery, (2) email with return receipt requested (read receipt), (3) facsimile transmittal with delivery confirmation, (4) prepaid delivery to any commercial air courier or express delivery service, or (5) registered or certified mail, postage prepaid and return receipt requested, through the United States Postal Service.

Notices to the City shall be sent to: City of Phoenix Finance Department, Procurement Division Procurement@phoenix.gov.

Notice to Contractor shall be sent to the person at the mailing address, email address, or fax number listed by Contractor in its Offer in Submittal Forms - Offer Page.

5.10. State and Local Transaction Privilege Taxes

In accordance with applicable state and local law, transaction privilege taxes may be applicable to this transaction. The state and local transaction privilege (sales) tax burden and legal liability to remit taxes are on the Contractor that is conducting business in Arizona and the City of Phoenix. Any failure by the Contractor to collect applicable taxes from the City will not relieve the Contractor from its obligation to remit taxes. It is the responsibility of the prospective bidder to determine any applicable taxes. The City will look at the price or offer submitted and will not deduct, add or alter pricing based on speculation or application of any taxes, nor will the City provide advice or guidance. If you have questions regarding your tax liability, please seek advice from a tax professional prior to submitting your Offer. You may also find information at <https://www.phoenix.gov/finance/plt> or <https://www.azdor.gov/Business>. Once your Offer is submitted, the Offer is valid for the time specified in this Solicitation, regardless of mistake or omission of tax liability. If the City finds over payment of a project due to tax consideration that was not due, the Contractor will be liable to the City for that amount, and by contracting with the City, the Contractor agrees to remit any overpayments back to the City for miscalculations on taxes included in an offer price.

5.11. Tax Indemnification

Contractor will pay all federal, state and local taxes applicable to its operation and any persons employed by the Contractor, and require the same of all subcontractors. Contractor will hold the City 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, and require the same of all subcontractors.

5.12. Tax Responsibility Qualification

Contractor may be required to establish, to the satisfaction of City, that any and all fees and taxes due to the City or the State of Arizona for any License or Transaction Privilege taxes, Use Taxes or similar excise taxes, are currently paid (except for matters under legal protest). Contractor agrees to a waiver of the confidentiality provisions contained in the City Finance Code and any similar confidentiality provisions contained in Arizona statutes relative to State Transaction Privilege Taxes or Use Taxes. Contractor agrees to provide written authorization to the City Finance Department and to the Arizona State Department of Revenue to release tax information relative to Arizona Transaction Privilege Taxes or Arizona Use Taxes in order to assist the Department in evaluating Contractor's qualifications for and compliance with contract for duration of the term of contract.

5.13. No Israel Boycott

If this Contract is valued at \$100,000 or more and requires Contractor (a company engaging in for-profit activity and having ten or more full-time employees) to acquire or dispose of services, supplies, information technology, or construction, then Contractor must certify and agree that it does not and will not boycott goods or services from Israel, pursuant to Title 35, Chapter 2, Article 9 of the Arizona Revised Statutes. Provided that these statutory requirements are applicable, Contractor by entering this Contract now certifies that it is not currently engaged in, and agrees for the duration of the Contract to not engage in, a boycott of goods or services from Israel.

5.14. No Forced Labor of Ethnic Uyghurs

If this Contract requires Contractor (a company engaging in for-profit activity and having ten or more full-time employees) to acquire or dispose of services, supplies, information technology, goods, or construction, then pursuant to Title 35, Chapter 2, Article 10 of the Arizona Revised Statutes Contractor must certify and agree that it and any contractors, subcontractors, or suppliers it utilizes do not and will not use the forced labor of ethnic Uyghurs in the People's Republic of China or any goods or services produced by such forced labor. Provided these statutory requirements are applicable, Contractor, by entering this Contract, now certifies it is not currently engaged in, and agrees for the duration of the Contract to not engage in, (a) the use of forced labor of ethnic Uyghurs in the People's Republic of China; (b) the use of any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (c) the use of any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

5.15. Advertising

Except as required by law, Contractor shall not publish, release, disclose or announce to any member of the public, press, official body, or any other third party any information or documents concerning this Agreement or any part thereof without the prior written consent of the City. The name of any City site on which services are performed by the Contractor pursuant to this

Agreement shall not be used in any advertising or other promotional context by Contractor without the prior written consent of the City.

5.16. Strict Performance

Failure of either party to insist upon the strict performance of any item or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the acceptance of materials or services, obligations imposed by this contract, or by law, will not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.

5.17. Authorized Changes

The City reserves the right at any time to make changes in any one or more of the following: (a) specifications; (b) methods of shipment or packing; (c) place of delivery; (d) time of delivery; and/or (e) quantities. If the change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment will be deemed waived unless asserted in writing within sixty days from the receipt of the change. Price increases or extensions of delivery time will not be binding on the City unless evidenced in writing and approved by the Chief Procurement Officer prior to the institution of the change.

6. Special Terms and Conditions

6.1. Term of Contract

The term of this Contract will commence on or about April 22, 2024 and will continue for a period of five (5) years thereafter.

6.2. FOB Special Delivery

All deliveries shall be made pursuant to information provided on purchase order, Monday through Friday, excluding City holidays. To schedule and insure that delivery can be accepted call the phone number provided on purchase order at least 24 hours prior to delivery. Contractor shall include pre-delivery and warranty checklists with the shipment, if applicable.

6.3. FOB Unloaded

Prices quoted shall be FOB pursuant to information provided on purchase order and unloaded.

6.4. Free on Board (FOB)

Prices quoted shall be FOB destination and delivered, as required pursuant to information provided on purchase order.

6.5. Price

All prices submitted shall be firm and fixed for the initial one-year of the contract. Thereafter, price increases will be considered annually provided the adjustments are submitted in writing with 60 days' notice to the Procurement Officer. Price increase requests shall be accompanied with written documentation to support the increase, such as a letter from the manufacturer, published price index, applicable change in law, etc. Price decrease requests do not require supporting documentation and are allowed at any time during the contract term.

The City will be the sole judge in determining the allowable increase amount. Price increases agreed to by any staff other than the Chief Procurement Officer are invalid. The Contractor acknowledges and agrees to repay all monies paid because of a requested price increase unless the increase was specifically approved, in writing, by the Chief Procurement Officer.

6.6. Discounts from Published Catalogs / Price Lists

Contractor must indicate and provide with its submittal, if reasonable, the manufacturer's price list, or catalog that will be in effect at the commencement of the contract and from which the discounts offered will be evaluated. The Procurement Officer must be informed 60 days in advance of any new price list or catalogs and the respective date(s).

Any terms and conditions contained in the parts price list(s) or catalog(s) will not take precedence over the City's terms and conditions specified herein.

- A. All discounts offered will be firm and fixed for the entire contract period. Discounts offered must be expressed as a single percentage (%) figure for each contract item. Offers containing chain or multiple discounts may be considered non-responsive.

- B. Offers will be submitted based on a discount from a manufacturer's most recent Published Price List(s) or Catalog which is common to, and accepted by, the industry in general. The lists must be printed or available online, properly identified, and dated as to issuance and effectiveness.

Revised Price Lists or Catalogs may be used as a means of price adjustment. However, all offers are to be firm for a period of one-year after the solicitation due date and pricing cannot be revised during that time. Revised pricing will be accepted only in the event of an industry-wide price change, as evidenced by the issuance of revised price lists, by the manufacturer. Price adjustments will not be made for changes in freight costs. New pricing will not become effective until revised list(s) are submitted to the City under Contractor cover letter identifying the applicable contract number. Contractor cover letter and pricing list(s) must be date, signed, and submitted to the Procurement Officer. One electronic of revised price list will be required.

- A. All invoices must include the manufacturer's part number, list price and discount percentage, net price extended and totaled. The City reserves the right to request a hard copy of the manufacturer's documented price listing for any item(s) invoiced.

6.7. Method of Ordering

Contractor shall deliver items and/or services only upon receipt of a written purchase order. All Contractor invoices and packing/delivery tickets must include the City of Phoenix purchase order number.

6.8. Method of Invoicing

Invoice must be emailed in .pdf format to invoices@phoenix.gov and must include the following:

- City purchase order number or shopping cart number
- Items listed individually by the written description and part number
- Unit price, extended and totaled
- Quantity ordered, back ordered, and shipped
- Applicable tax
- Invoice number and date
- Delivery address
- Payment terms
- FOB terms
- Remit to address

6.9. Method of Payment

Payment to be made from Contractor's invoice and a copy of the signed delivery/service ticket submitted to cover items received and accepted during the billing period.

6.10. Partial Payments

Partial payments are not authorized on individual purchase orders. Payment will be made upon final delivery and acceptance of all goods and services on the purchase order.

6.11. Supplier Profile Changes

It is the responsibility of the Contractor to promptly update their profile in procurePHX at <https://www.phoenix.gov/procure>. If Contractor's legal identify has changed, the Procurement Officer must be notified immediately. Failure to do so may result in non-payment of invoices and contract termination.

6.12. Estimated Quantities or Dollar Amounts

Quantities and dollar amounts listed are the City's best estimate and do not obligate the City to order or accept more than City's actual requirements during the period of this agreement, as determined by actual needs and availability or appropriated funds. It is expressly understood and agreed that the resulting contract is to supply the City with its complete actual requirement for the contract period.

6.13. Post Award Conference

A post-award conference will be held prior to commencement of any work on the project. The purpose of this conference is to discuss critical elements of the work schedule and operational problems and procedures.

6.14. Performance Interference

Contractor shall notify the City's authorized Department representative immediately of any occurrence and/or condition that interferes with the full performance of the contract and confirm it in writing within 24 hours.

6.15. Cooperative Agreement

In addition to the City and with approval of the Contractor, this contract may be extended for use by other municipalities and government agencies in the State of Arizona.

6.16. Licenses and Permits

Contractor will keep current Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this contract.

6.17. Delivery

All deliveries shall be made pursuant to information provided on purchase order, Monday through Friday, excluding City holidays. City holiday calendar: <https://www.phoenix.gov/calendar/holidays>

6.18. Delivery / Service Ticket

Contractor shall provide a packing list or service ticket for items delivered to the City or services provided to the City. Tickets should include the following and a legible copy shall be provided to the City:

- Date
- City purchase order number
- Written description of services which were provided
- Itemized list of materials which were delivered, including quantity
- A unique identification number and Contractor name
- Signature of City employee who accepted for the materials/services

6.19. Miscellaneous Fees

Additional charges for fuel surcharges, delivery charges, dealer prep, environmental fees, waste disposal, shop supplies, set-up, freight and/or shipping and handling, etc. will not be paid. These costs must be incorporated in the pricing provided.

Labor rates (Shop and On-site) shall be charged as a flat hourly rate and are allowed only in performance of services under this agreement. Travel hours and other incidental fees will not be permitted under this agreement. Labor hours will be from “check-in” to “check-out” at the worksite.

6.20. Liquidated Damages

If the Contractor fails to deliver the supplies or perform the services within the time specified in its contract, or any extension thereof, the actual damages to the City for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, the Contractor shall pay to the City as fixed, agreed and liquidated damages for each calendar day of the delay, the amount of \$500.00. The City may terminate this contract in whole or in part as provided in the “Default” provision. In that event, the Contractor shall be liable for such liquidated damages accruing until the City may reasonably obtain delivery or performance of similar supplies and services. The Contractor shall not be charged with liquidated damages when the delay arises out of causes beyond its control and without fault or negligence, as determined by the City. The Chief Procurement Officer will be the sole judge in determining the liquidated damages.

6.21. Single Source for Warranty Work

Contractor shall be fully responsible for all warranty work. In addition, Contractor shall have or establish a single local Phoenix source that will accomplish or coordinate any necessary warranty work. Contractor shall respond to requests for repairs within NO VALUE after a verbal request by the City.

6.22. Warranty

All equipment supplied under this contract shall be fully guaranteed by the Contractor for a minimum period of 1 year from the delayed In-service date assigned by the City, and not by the delivery date. If the manufacturer offers an extended warranty beyond the minimum requirements mentioned herein, that shall be extended to the City of Phoenix and shall commence from the delayed in-service date, and not by the delivery date. Any defects of design, workmanship, or materials that would result in non-compliance with the contract specifications shall be fully corrected by the Contractor (including parts and labor) without cost

to the City. Warranty work requirements shall be performed by a technician on-site with a guaranteed response time of 24 business hours. City acceptance will be determined by the date of actual installation and start-up. Since some of the items will be inventoried for emergency purposes, the City will notify the Contractor of the actual start-up date which will be within one year of item receipt.

6.23. Equipment Installation

All equipment shall be completely assembled and installed by the Contractor and ready for use on the City's property pursuant to information provided on purchase order,.

6.24. Industry Standards

It is intended that the manufacturer in the selection of components will use material and design practices that are the best available in the industry for the type of operating conditions to which the item will be subjected. Component parts shall be selected to give maximum performance, service life and safety and not merely meet the minimum requirements of this specification. All parts, equipment and accessories shall conform in strength, quality of material and workmanship to recognized industry standards.

The term "heavy duty" if used in these specifications shall mean that the item to which the term is applied shall exceed the usual quantity, quality, or capacity supplied with standard production items and it shall be able to withstand unusual straining, exposure, temperature, wear and use.

The City reserves the right to waive minor variations if, in the opinion of the City's authorized Department representative, the basic unit meets the general intent of these specifications.

The product offered shall not include a major component that is of a prototype nature or has not been in production for a sufficient length of time to demonstrate reliability.

If the specifications stated herein for component items do not comply with legal requirements, the Contractor shall so notify the City prior to the offer opening due date.

6.25. Inspection and Acceptance

Each product delivered shall be subject to complete inspection by the City prior to acceptance. Inspection criteria shall include, but not be limited to, conformity to the specifications, mechanical integrity, quality, workmanship and materials. Ten business days will be allowed for this process. If delivered items are unacceptable and returned to the Contractor prior to acceptance, an additional five business days will be allowed for inspection when subsequent delivery occurs. It shall be the Contractor's responsibility to pick up unacceptable products, correct the deficiencies, and return the product following the corrections.

6.26. Manuals

All complete operating manuals and parts manuals are to be furnished upon delivery at no additional cost to the City. Manuals and other materials shall show all specifications and mechanical troubleshooting in paper and electronic media.

6.27. New Equipment

All items offered shall be new equipment supplied from the manufacturer. Offers for remanufactured/refurbished equipment will be considered as non-responsive and rejected.

6.28. Product Discontinuance

The City may award contracts for products and/or models of equipment because of this solicitation. If a product or model is discontinued by the manufacturer, the City, in its sole discretion, may allow the Contractor to provide a substitute for the discontinued item. Contractor shall request permission to substitute a new product or model and will provide the following:

- A formal announcement from the manufacturer that the product or model has been discontinued.
- Documentation from the manufacturer that names the replacement product or model.
- Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original solicitation.
- Documentation that provides clear and convincing evidence that the replacement will be compatible with all functions or uses of the discontinued product or model.
- Documentation from the manufacturer confirming that the price for the replacement item will be the same as the discontinued item.
- The Chief Procurement Officer will be the sole judge in determining the allowable substitute, new product or model change for discontinued item.

6.29. Removal and Trade-In of Equipment

Trade-in equipment offered in this solicitation will be as-is, where-is with no warranty either expressed or implied as to current condition. All costs, labor, and equipment required for the removal will be the responsibility of the Contractor.

6.30. Repair and Replacement Parts Guarantee

Following the expiration of any express or implied warranty applicable to those goods, furnished to the City under this contract, Contractor agrees to supply the City (as well as its agents, representatives, Contractors, and hires) with in-stock repair and replacement parts carrying a full manufacturer's warranty at a cost that shall not exceed the cost it would charge if it were contracted to service or install those repair and replacement parts.

6.31. Replacement Parts Availability

A response to this solicitation shall constitute a guarantee by the Contractor that a stock of replacement parts for the specified equipment is locally available. Captive parts must be available within 48 hours following the placement of an order. Contractor shall provide parts delivery, to include deliveries on Saturday. If special handling and/or freight are required, the Contractor will assume all charges.

6.32. Substitution of Specified Items

Whenever in the specifications any item or process is requested or identified by manufacturer name, proprietary name, or patent such specifications shall be used to facilitate descriptions of the item or process and shall be followed by the words "or equal". The Contractor may offer any item or process that is equal in every respect. However, if the item or process delivered is not, in

the opinion of the City of Phoenix, equal in every respect to the specifications, then the Contractor must furnish the item or material that is equal, in the opinion of the City.

6.33. Training

Contractor shall refer to scope of work for onsite training for a minimum of information provided on purchase order City personnel to assure proper operation and utilization of the equipment. All manuals and other materials necessary for the required training shall be furnished by the Contractor at no additional cost to the City.

6.34. Communication in English

It is mandatory that the Contractor's lead person assigned to any City facility can speak, read, and write in English to effectively communicate with City staff.

6.35. Contractor Assignments

The Contractor hereby agrees that any of its employees who may be assigned to a City site to satisfy obligations under this contract shall be used exclusively for that purpose during the hours when they are working in areas covered by this contract and shall perform no work at other City facilities. If other services, in addition to or separate from, the services specified herein, may be deemed necessary by the Chief Procurement Officer or his authorized representative, the Contractor may be requested to perform the additional or special service.

6.36. Service Locations

To minimize the City's transportation and handling costs, the Contractor's location(s) will be a factor in the City's award decision.

6.37. Transition of Contract

Contractor will, without limitation, provide important information to a successor Contractor and the City to ensure continuity of service at the required level of proficiency and agrees to provide to the City all files, supplies, data, records, and any other properties or materials of the City, which the City owns or has rights to pursuant to this contract and which are in the possession of Contractor. The provisions of this section will survive the expiration or termination of this contract.

6.38. Types of Work Supervision

The Contractor shall provide onsite supervision and appropriate training to assure competent performance of the work. Contractor or authorized agent will make sufficient daily routine inspections to ensure the work is performed as required by this contract.

6.39. Background Screening

Contractor agrees that all Contractor and subcontractors' workers (collectively "Contract Worker(s)") pursuant to this Agreement will be subject to background and security checks and screening (collectively "Background Screening") at Contractor's sole cost and expense, unless otherwise provided for in the scope of work. Contractor's background screening will comply with all applicable laws, rules and regulations. Contractor further agrees that the background screening is necessary to preserve and protect the public health, safety and welfare. The City

requires a completed Contract Worker Badge/Key/Intrusion Detection Responsibilities Agreement for each Contract Worker who requires a badge or key.

6.40. Background Screening Risk Level

The City has established two levels of risk: Standard and Maximum risk. If the scope of work changes, the City may amend the level of risk, which could require the Contractor to incur additional contract costs to obtain background screens or badges.

6.41. Terms of This Section Applicable to all Contractor's Contracts and Subcontracts

Contractor will include Contract Worker background screening in all contracts and subcontracts for services furnished under this agreement.

6.42. Materiality of Background Screening Requirements; Indemnity

The background screening requirements are material to City's entry into this agreement and any breach of these provisions will be deemed a material breach of this contract. In addition to the indemnity provisions set forth in this agreement, Contractor will defend, indemnify and hold harmless the City for all claims arising out of this background screening section including, but not limited to, the disqualifications of a Contract Worker by Contractor. The background screening requirements are the minimum requirements for the Agreement. The City in no way warrants that these minimum requirements are sufficient to protect Contractor from any liabilities that may arise out of the Contractor's services under this Agreement or Contractor's failure to comply with this section. Therefore, Contractor and its Contract Workers will take any reasonable, prudent and necessary measures to preserve and protect public health, safety and welfare when providing services under this Agreement.

6.43. Continuing Duty; Audit

Contractor's obligations and requirements will continue throughout the entire term of this Agreement. Contractor will maintain all records and documents related to all background screenings and the City reserves the right to audit Contractor's records.

6.44. Variances and Exemptions

Contract Workers who fall under the following areas may be considered exempt from this policy:

- Federal Homeland Defense Bureau.
- Transportation Security Administration.
- Federal Aviation Administration.
- Department of Public Safety (DPS) Administration – presenting a current Level One Department of Public Safety fingerprint card.
- Arizona or other State Bars.
- Other background checks performed within the last three to five years may be approved if they fit all required criteria herein, at the City's discretion.

6.45. Contractor's Default; Liquidated Damages; Reservation of Remedies for Material Breach

If Contractor is required to access any City facilities without an escort, City badging is required. Contractor's default under this section will include, but is not limited to, the following:

- Contract Worker gains access to a City facility(s) without the proper badge or key;
- Contract Worker uses a badge or key of another to gain access to a City facility;
- Contract Worker commences services under this agreement without the proper badge, key or background screening;
- Contract Worker or Contractor submits false information or negligently submits wrong information to the City to obtain a badge, key or applicable background screening; or
- Contractor fails to collect and timely return Contract Worker's badge or key upon termination of Contract Worker's employment, reassignment of Contract Worker to another City facility or upon the expiration, cancellation or termination of this Agreement.
- Contractor acknowledges and agrees that the access control, badge and key requirements in this section are necessary to preserve and protect the public health, safety and welfare. Accordingly, Contractor agrees to properly cure any default under this section within three business days (excluding weekends and City holidays) from the date notice of default is sent by the City. The parties agree that Contractor's failure to properly cure any default under this section will constitute a breach of this section. In addition to any other remedy available to the City at law or in equity, the Contractor will be liable for and pay to the City the sum of \$1,000.00 for each breach by Contractor in this section. The parties further agree that the sum fixed above is reasonable and approximates the actual or anticipated loss to the City at the time and making of this agreement if Contractor breaches this section. Further, the parties expressly acknowledge and agree to the fixed sum set forth above because of the difficulty of proving the City's actual damages if Contractor breaches this section. The parties further agree that three breaches by Contractor in this section arising out of any default within a consecutive period of three months or three breaches by Contractor in this section arising out of the same default within a period of 12 consecutive months will constitute a material breach of this agreement by Contractor and the City expressly reserves all of its rights, remedies and interests under this agreement, at law and in equity including, but not limited to, termination of this agreement.

6.46. Employee Identification and Access

Contract Workers are forbidden access to designated restricted areas. Access to each building will be as directed by the authorized Phoenix authorized representative. Contract Workers are not authorized access other than during scheduled hours. Access to the building will be directed by the City's authorized representative.

Only authorized Contract Workers are allowed on the premises of the City facilities/buildings. Contract Workers are not to be accompanied in the work area by acquaintances, family members, assistants or any other person unless said person is an authorized Contract Worker.

Unless otherwise provided for in the scope of work:

- Contract Workers must always have city issued badges and some form of verifiable company identification (badge, uniform, employee id).
- Contractor will supply a list of the names and titles of all employees requiring access to the buildings. It is the Contractor's responsibility to provide updates and changes of personnel as necessary.

6.47. Key Access Procedures

If the Contractor Worker's services require keyed access to enter a City facility(ies), a separate key issue/return form must be completed and submitted by the Contractor for each key issued. Contractor must submit the completed key issue/return form to the appropriate badging office.

6.48. Stolen or Lost Badges or Keys

Contractor must immediately report lost or stolen badges or keys to the City's appropriate badging office. If the badge/key was stolen, Contract Worker's must report the theft to their local police department. Prior to issuance of a new badge or key, a new badge application or key issue form must be completed, submittal of a police department report for stolen badges, and applicable payment of the fee(s) listed herein.

6.49. Return of Badge or Key

All badges and keys are the property of the City and must be returned to the City at the badging office within one business day (excluding weekends and City holidays) of when the Contract Worker's access to a City facility is no longer required to furnish the services under this agreement. Contractor will collect a Contract Worker's badge and key(s) upon the termination of the Contract Worker's employment; when the Contractor Worker's services are no longer required at a City facility(s); or upon termination, cancellation or expiration of this agreement.

6.50. Badge and Key Fees

The following constitute the badge and key fees under this agreement, which shall be paid for at the Contractor's sole cost and expense, unless otherwise provided for in the scope of work. The City reserves the right to amend these fees upon a 30-day prior written notice to Contractor.

Initial Badge Fee: \$55.00 per application

Replacement Badge Fee: \$55.00 per badge

Lost/Stolen Badge Fee: \$55.00 per badge

Replacement Key Fee: \$55.00 per key

Replacement Locks: \$55.00 per lock

6.51. Equipment / Safety

The Contractor shall be responsible for providing and for the placement of barricades, tarps, plastic, flag tape, and other safety traffic control equipment required to protect its employees, the public, surrounding areas, equipment and vehicles. The flow of vehicular traffic shall not be impeded at any time during this project. The safety of the Contractor's employees and the public is of prime concern to the City and the Contractor must take all necessary steps to assure proper safety during the performance of the Contractor.

6.52. Hazardous Materials Requirement SDS

Contractor shall provide a copy of the current Safety Data Sheet (SDS) for the product(s) offered. The SDS must include all chemical compounds present in concentrations greater than 0.1% for each product offered by CAS number; no "trade secret" or otherwise defined ingredients shall be accepted by the City. The Contractor shall provide required safety and health training for City employees on each product offered and for proper use, storage, and disposal, when requested by the City. The Contractor further agrees to accept returned empty containers for disposal purposes, if and when requested by the City. The cost for any requested training and disposal of used containers shall be included in the offered price for the product. The Contractor shall also accept returned product that was purchased as a result of this solicitation and for which the City no longer needs the product. Returned product will be in its original container(s), unopened, and must be returned to the Contractor at least 45 calendar days after the end of the project. All products must be labeled per 29CFR 1910.1200.

6.53. OSHA Laws and Regulations

Emergency Spill Response Plan: Contractor shall determine whether products selected could require an emergency spill response plan for any hazardous material used. If such determination is made, a plan for directing employees in proper response procedures must be submitted. At a minimum, the response plan must address the following:

- Provide a description of equipment on site available to contain and/or respond to an emergency/spill of the material.
- Notification procedures.
- Response coordination procedures between Contractor and the City.
- Provide a Site Plan showing the location of stored hazardous materials and location of spill containment/response equipment.
- Provide a description of the training provided to the Contractor employees.

Hazardous Materials Storage and Labeling Specifications: Contractor shall, to the satisfaction of the City of Phoenix's environmental representative, properly and safely store all hazardous materials, which shall include as a minimum, the following:

- Have a designated storage site for hazardous material, which includes secondary containment.

- Provide signage approved by the City of Phoenix's environmental representative clearly identifying the hazardous materials storage site. Signage must be in language understood by Contractor's on-site employees.
- All hazardous materials containers must be labeled according to OSHA requirements and bear applicable NFPA or HMIS labels.

OSHA Guideline Compliance: Contractor shall comply with all applicable Federal, State, City and local laws, regulations and rules including, but not limited to:

- Safety Data Sheets – Contractor shall furnish to the City's Department copies of Safety Data Sheets (SDS), or all products used, prior to beginning service in any facility. Contractor must update copies of the SDS on an annual basis. In addition, each time a new chemical or cleaning product is introduced into any facility, a copy of that product's SDS must be provided prior to the product being used in any facility. The Safety Data Sheets must be in compliance with OSHA Regulation 1910.1200, paragraph g.
- Labeling of Hazardous Materials – Contractor shall comply with the OSHA Regulation 1910.1200 paragraph f, concerning the labeling of all chemical containers
- Caution Signs – Contractor shall use caution signs as required by OSHA Regulation 1910.144 and 1910.145 at no cost to the City. Caution signs must be on-site during each scheduled cleaning.
- Blood Borne Pathogens – Contractor shall comply with OSHA Standard 29CFR 1910.1030 Blood Borne Pathogens as it pertains to the training, safety, and equipment needed for all employees engaged in contracted service. Contractor shall be responsible for compliance on date of contract acceptance and shall provide proof to the City's Department.

Proof of compliance with OSHA regulation 1910.1200, Hazard Communication, shall be provided to the City's Department, upon commencement of this Contract, and reviewed by the Department Safety Analyst for verification. Failure of the Contractor or their employees to comply with all applicable laws and rules shall permit the City to immediately terminate resultant Contract without liability.

SDS Notebooks: Contractor shall maintain on the site a notebook containing current (dated within the past three years or verified as most current by manufacturer) SDS for all materials being used on site, whether or not they are defined as a Hazardous Material. The notebook shall be kept in the Contractor's on-site storage area. The notebook must be kept up-to-date as materials are brought onto and removed from the site. A complete copy of the SDS notebook shall also be provided to the City. New products must be approved for use by the City by providing a copy of the product's SDS for review and approval.

Non-Hazardous Materials Labeling Specifications: The Contractor shall clearly label all packaged products, whether or not they are classified as Hazardous Materials under this Section. If any such unlabeled containers are discovered on the Site, the City's environmental representative will notify the Contractor and Contractor will within one hour clearly label the

container or remove it from the site. Any containers that are filled from larger containers must also be labeled.

Offsite Storage of Hazardous Materials: The City encourages storage of hazardous materials off site until the materials are needed on site. Solvent based strippers and cleaners will NOT be stored on City property.

Hazardous Materials Management Program Documentation: The Contractor shall make all required documentation available immediately upon request of the City's environmental representative. The Contractor shall also provide the City's environmental representative with copies of all permits obtained from environmental regulatory agencies.

Contractor Training Requirements: The Contractor shall provide requested copies of the company's written Hazardous Communications Program to the City of Phoenix that satisfies requirements listed under sections e, f, g, and h of 29 CFR 1910.1200, Hazard Communications. The Contractor must demonstrate how employees are trained in the proper use, storage, and disposal of chemical products and wastes in a language understood by the Contractor's on-site employees.

6.54. Additional Replacement and Repair Parts

All replacement/repair parts and labor shall be guaranteed for a minimum of one year. The Contractor shall maintain a sufficient supply of maintenance and repair parts to maintain only those vehicles listed in this contract. Any repetitive repair for the same problem within one year will be at no cost to the City. Following the expiration of any express or implied warranty applicable to those items, goods or equipment furnished to the City under this contract, Contractor agrees to supply the City (as well as its agents, representatives, contractors and hires) with in-stock repair and replacement parts carrying a full manufacturer's warranty at a cost that shall not exceed the cost it would charge if it were contracted to service or install those repair and replacement parts. The Contractor will guarantee that stock of replacement parts specified in this agreement is available locally. Captive parts must be available within 48 hours following the placement of order. If special handling and/or freight are required, the Contractor will assume all charges unless pre-approved by the City. Failure to supply parts within seven calendar days from order date may be cause for cancellation of agreement.

A list of recommended captive parts that the City should maintain in its inventory shall be provided by the Contractor. This list should include wearable items (example: wiper blades, brakes) and all necessary parts used for preventive maintenance (example: oil, and filters). Parts should be listed by their part numbers and description.

Each repair will be invoiced separately, with all parts and labor on the same invoice within 24 hours of final quality assurance inspection. Invoice must include the authorization number (PO), location, and date of service, in addition to all parts and labor, and a summary of problems found and repairs performed.

6.55. Administration Policy For Warranty Policy

The City will provide the appropriate documentation to the Contractor for warranty processing including work orders and original invoice copies. If there are any additional requirements or

documents the Contractor requires they will be supplied to the City after award of the Offer. The documentation will be delivered along with the warranty part(s) to the Contractor for processing. The Contractor has a period of 90 days from the date of submittal to determine the outcome of the claim and to reimburse the City.

6.56. Decals

Decals or markings of any type pertaining to advertisement other than the manufacturer's name and model designation normally installed by the manufacturer shall not be attached to any vehicle or equipment.

6.57. Emission Requirements

Engines, model, accessories and options offered, main and auxiliary (if required), must meet or exceed the Federal Emissions Standards in place at the time the purchase order is issued. Vehicles offered must be the current model in production at the time the purchase order is issued. If the model year offered is a future production model, the Federal Emissions Standard in place at the time of production is required.

6.58. Materials Receipt - Auto Stores

Packing slips/delivery tickets authorized by the "Method of Ordering" paragraph must include the following:

- Fleet Services Auto Stores Purchase Requisition (APR) number
- Items must be listed individually and include a written description and part number
- Items unit price extended and receipt totaled, excluding taxes
- Where discounts are applicable, unit prices are to be the contract "list prices" and applicable discount percent shown
- Quantity delivered
- Legible City of Phoenix employee signature and dated
- Multiple page packing slips/delivery tickets must include page numbers

6.59. Manufacturer Sponsored Fleet Warranty Administration

The manufacturer and/or Contractor will authorize and reimburse for warrantable repairs on City owned vehicles/equipment by the manufacturer(s) subsidiaries and sold to City by Contractor. City will notify the manufacturer and/or Contractor of any problems that are found before repairs are started. A maximum of two hours of troubleshooting will be allowed. The Contractor will order parts as needed and have them drop shipped to the City location. If required, all damaged parts will be returned to Contractor within 20 days. Contractor will provide all documentation via electronic or printed for warranty reimbursement within 30 days. Upon expiration of this agreement, City and Contractor will determine if any warranty coverage exists for the equipment/vehicles by the manufacturer's subsidiaries and sold to the City by Contractor. Contractor and City may, upon mutual agreement, enter into a new five-year agreement to

cover the fully negotiated warranty periods. Vehicles covered by this agreement are exclusive manufacturers and include all vehicles/equipment delivered on or after December 14, 2005.

6.60. Non-Warranty Maintenance Parts and Repair

Contractor is requested to provide a percent discount for parts off manufacturers' most current established published price list. Repair parts will be an OEM (Original Equipment Manufacturer) part or an OEM equivalent, or remanufactured according to OEM specifications. All aftermarket parts need to be approved by the City prior to installation.

Contractor is required to submit a shop labor rate for services performed. All labor performed shall be in accordance with OEM labor policies, specifications and procedures. Labor times will be no greater than times published in an industry recognized labor guide or times that are standard in the industry if labor guides are not available.

6.61. Options, Upgrades, and Accessories

As part of any response hereto, Contractor is expected to supply an Electronic price list, provided via website or jump drive --complete listing of vehicle and/or related equipment, model upgrades, model downgrades, options, replacement parts, services, and accessories with offer. The listing may be provided or in such clearly indicated for ease of evaluation and clarity. Failure to submit those required items may result in offer being considered non-compliant. Additional non-manufacturer accessories, options or upgrades may be purchased anytime and must be priced at the documented dealer's cost with no additional profit.

Rebates, specials, core charges, returns or discounts are to be applied when they are directly attributable to the delivery and/or service of the vehicle. The City reserves the right to audit applicable records to ensure proper administration. Contractor must guarantee an established, reliable, responsive supply chain for the procurement of both major and minor items, components for all items installed, maintained and repaired. A repeated failure to obtain major and minor items and components in the timely manner required completing acquisition; maintenance and repairs to the City's satisfaction would be sufficient cause to terminate any contract. Any options, upgrades or accessories not listed must be approved in advance with actual documented costs to Finance. The Chief Procurement Officer or his authorized representative will be the sole judge in determining the allowable options, upgrades and accessories.

6.62. Parts Exchange - Auto Stores

Contractor expressly agrees to exchange on an equal dollar basis all unused parts of the same manufacturer and brand within one year of purchase. Parts to be exchanged will be those parts which have become obsolete to the City. The Chief Procurement Officer or his authorized representative will be the sole judge of obsolescence.

6.63. Towing and Transportation

Except in the case of a warranty repair or break down, towing or transportation of vehicles to and from the Contractors facility shall be arranged by the Fleet Services. If required, all towing and/or transportation charges required for the pickup and delivery of vehicles to and from the public agency facilities will be the responsibility of the Contractor under the City Administration Regulation 2.95 (Motor Vehicle Authorization and Operations). No vehicle will be driven unless

the Contractor's driver has the appropriate driver's license for the vehicle being operated. Contractor shall deliver completed vehicles to the City of Phoenix, Fleet Services Make Ready facility located at 2441 S. 22nd Ave. Phoenix, AZ 85009, or any other public agency facility used to store vehicles, as requested by the City.

6.64. Training

The Contractor shall provide training as outlined below. Training will be provided in a three-phased approach, with an Operator level training class, a Maintenance Orientation class and an In-Depth Maintenance training class provided. The timing of these classes and specific subject matter is detailed below.

General Training Requirements: Training will be conducted at the City of Phoenix Fleet Services Division Facility, 2441 South 22nd Avenue, Phoenix, Arizona, unless otherwise designated by same. The Contractor will provide all necessary audiovisual materials and instructors for this purpose. All training classes will contain at least ten City Technicians. The Contractor shall allow videotaping of the training session(s) by City personnel and all tapes shall remain the sole property of the City of Phoenix. Additionally, the Contractor shall provide any available CD/DVD's or access to online resources, on the repair, maintenance, operation and safety of the units or components, at no additional cost. Where available video tapes are copyrighted, it is the Contractor's responsibility to secure written approval for duplication of these tapes for the sole use of the City of Phoenix training process.

Where the Contractor does not have appropriate knowledge or materials for providing this training, it will be the Contractor's responsibility to coordinate and secure, at no additional cost, subcontractors to meet the requirement of this specification.

The Contractor shall allow 21 days scheduling time for Fleet Services to notify appropriate employees of training.

The Contractor shall supply an outline of all training classes to the training coordinator before the first unit is delivered. The Contractor will coordinate all training through Fleet Services Training Coordinator.

Maintenance Orientation Training: There will be an initial four-hour orientation training on the maintenance and operation of the vehicle within two weeks of delivery of the first current model unit to the City. The Contractor shall supply an outline to the training coordinator upon delivery of the first unit and be available to provide this orientation up to three times during an agreed-upon one-week period, with one class each held during 1st, 2nd, and 3rd shifts (i.e., there will be a day shift class, a swing shift class, and a grave shift class—held during those shifts' work hours). Orientation training shall be provided according to the following outline:

Technical Manuals (Service and Parts)

- Format
- Use

Vehicle Familiarization

- Description of systems and components

- Maintenance services and lubrication
- Vehicle operation
- Warranty specifications and requirements
- Safety

Engine

- Operation
- Maintenance services and lubrication
- Tune up
- Emissions controls, DPF, DEF System
- Engine controls (manual, electronic, if equipped, shut down, computer controls, if equipped and troubleshooting)
- Cooling system (integrated sub system with pump for aux. cooling, coolant recovery system)
- Oil filtration system
- Ignition system (diagnosis, repair, troubleshooting)
- Fuel system (diagnosis, repair, and troubleshooting)
- EFI/PFI, if equipped

Transmission and Drivetrain

- Description of systems and components
- Operation
- Maintenance services and lubrication
- Service requirements (proper methods and intervals)
- Controls (manual, electronic, if equipped)
- Integrated emergency warning system
- PTO (operation, maintenance services, repair and troubleshooting), if equipped repair and lubrication)
- Split shaft PTO operation if equipped
- Retarder, if equipped
- Tag axle and controls, if equipped

Brakes and Air Supply System

- Description of systems and components
- Operation
- Maintenance services, repair and lubrication of components
- Repair and component replacement (brakes and air systems) Warning devices and troubleshooting
- Anti lock system if equipped

Body and Components

- Lubrication and service requirements
- Adjustments (compartment doors, lids and covers)

Hydraulic Systems

- Description of systems and components
- Operational controls (manual, electronic, proportional and automatic sequencing)
- Maintenance services, repair and lubrication
- Troubleshooting
- System diagnosis

Electrical Component

- Troubleshooting and repair

Packer and Lift Operation Hydraulics

- Description of systems and components
- Maintenance services, repair and lubrication
- Troubleshooting
- System diagnosis

Maintenance In-Depth Training: Contractor shall provide the needed resources to train City technicians on methods to diagnose, and troubleshoot all components. This training will be provided by the body manufacturer 90 to 180 days after the first unit is placed into service, in order to ensure the training aligns with anticipated breakdowns and service needs.

This training will be an in-depth, journeyman level class including both classroom time and hands-on training, for a (minimum) three-day (24 hour) course length.

Training will include an emphasis on diagnostics, electrical systems, hydraulics, electrical/pneumatic/hydraulic controls, computerized controls, and typical maintenance and

repair subjects associated with the body, packer, and lift as deemed most valuable by the body manufacturer. Training should utilize current model trucks/components, training mockups, cutaways, etc., in order to provide adequate hands-on instruction.

Training will take place at a City facility or at the local vendor's location, or both, and be made available up to three times during a 30 day period (to coincide with truck purchases within each contract year), with one class each held during 1st, 2nd, and 3rd shifts (i.e., there will be a day shift class, a swing shift class, and a grave shift class—held during those shifts' work hours). Classes will hold up to ten City technicians.

An outline of this training and coordination of date and times shall be provided to the training coordinator, prior to any classes.

Operator Training: Contractor shall provide onsite operator training at the four City of Phoenix service centers for ten operators. This training will be coordinated with the City or public agency's training department.

Vehicle Familiarization

- Description of systems and components
- Maintenance services/inspection and lubrication
- Vehicle operation
- Safety

Engine

- Operation
- Engine controls manual, electronic, and shut down
- Emissions controls, DPF, DEF System

Transmission

- Description of systems and components
- Operation
- Maintenance services/inspection and lubrication
- Service requirements (proper methods and intervals)
- Controls (manual, electronic, if equipped)
- Integrated emergency warning system
- PTO (operation, maintenance services, inspections, and lubrication)
- Split shaft PTO operation (if equipped)

Brakes and Air Supply System

- Description of systems and components
- Operation
- Maintenance services, inspection and lubrication of components
- Warning devices and troubleshooting
- Anti lock system if equipped

Body and Components

- Lubrication and operator adjustments (if applicable)

Hydraulic Systems

- Description of systems and components
- Operational controls (manual, electronic and automatic sequencing)
- Maintenance services/inspection
- Operator solutions

Operator Level Troubleshooting

- Warning lights and work lights - breaker reset

6.65. Vehicle Documents and Certificates

The following documents and certificates are required for each vehicle and shall be provided at the time of delivery:

- Chassis Manufacturer MSO
- Manufacturer's Bill of Materials
- Certificate of vehicle completion
- Odometer Disclosure Statement Form
- Level one inspection by Arizona Motor Vehicle Division
- Fleet Services Division, Warranty checklist (form provided)
- Fleet Services Division, Pre-Delivery checklist (form provided)
- Monroney label (window sticker)
- Proof of Delivery (must obtain authorized City representative signature and date at time of delivery)

Vehicle delivery will not be considered complete until all required documents are provided, any or all of which, if required to obtain tax exempt license, shall be furnished to the consignee at the time of delivery.

6.66. Vehicle In-Service Notification

Vehicles not placed in service immediately upon receipt shall be warranted from the date the vehicle is placed in service. The Fleet Services Division shall notify the Contractor in writing of the actual in-service date. The in-service date shall not be more than six months after delivery of acceptable vehicles. Delayed warranty forms shall be provided by the Contractor with all vehicles.

6.67. Vehicle Price

All prices submitted shall be firm and fixed for the initial current vehicle model year contract period. Thereafter, price adjustments will be considered annually provided the adjustments are submitted in writing with a 60-day advance notice. Requests shall be accompanied with written documentation from the manufacturer confirming the price increase. The City will be the sole judge in determining the allowable increase amount. Price adjustment requests shall be sent to the Procurement Officer on the front page of the solicitation, with the solicitation # referenced. Price increases agreed to by any staff other than the Chief Procurement Officer are invalid. The Contractor acknowledges and agrees that it will repay all monies paid as a result of a requested price increase unless the price increase was specifically approved in writing by the Chief Procurement Officer.

6.68. Warranty - Fleet Services

At a minimum all vehicles supplied shall be fully warranted by the manufacturer against mechanical and electrical defects for a minimum of manufacturer defined warranty or better factory warranty from the delay in warranty service date and meter reading. This warranty shall at a minimum cover items such as, but not all inclusive of, actual repair labor, travel time and mileage parts, transportation charges to and from the nearest repair service facility or other designated repair depot. Any defects of design, workmanship or material, shall be fully corrected by the Contractor and/or manufacturer with no cost to the City. Written warranty shall be included with the delivered vehicles.

6.69. Warranty Policy

All warranties are to cover parts, labor and taxes. The City reserves the right to perform in house warranty repairs with the ability to be reimbursed for parts, labor and taxes. The City does not intend to be the sole warranty provider and may elect to send certain warranty repairs to the Contractor.

The current labor reimbursement rate for is reference bid price list per hour, or industry standard if left blank. However, the labor reimbursement rate will not exceed the manufacturer's current established warranty reimbursement rate. The warranty period will begin from the delayed in service date reported by the City.

The Contractor must establish a 24 hour a day, seven days a week pre-approval authorization process for warranty repairs if pre-authorization is required. The Contractor will honor all parts purchased through them or their designated parts supplier as warrantable parts. Whole unit and component warranty terms must be specified when the Offer is submitted. Any Offer submitted without these terms will be deemed as non-responsive.

One electronic copy if available or one hard copy of the labor guide for warranty repairs must be supplied with the delivery of each vehicle model or one master copy per manufacturer. It is the Contractor's responsibility to make sure all the above conditions are met.

6.70. Handling of Photographs

The US Department of Homeland Security has designated water and wastewater treatment facilities as 'critical infrastructure/key resources'. Because of federal directives, only persons authorized by the WSD Security Management Unit are permitted to photograph or film Water infrastructure, facilities, and assets which any include, but are not limited to: pay stations, warehouses, lift stations, treatment plants, service yards, booster stations, well sites, vehicles and related equipment and supplies.

7. Defense and Indemnification

7.1. Standard General Defense and Indemnification

Contractor ("Indemnitor") must defend, indemnify, and hold harmless the City of Phoenix and its officers, officials (elected or appointed), agents, and employees ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses or expenses (including but not limited to court costs, attorney fees, expert fees, and costs of claim processing, investigation and litigation) of any nature or kind whatsoever ("Losses") caused, or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of Indemnitor or any of its owners, officers, directors, members, managers, agents, employees or subcontractors ("Indemnitor's Agents") arising out of or in connection with this Contract. This defense and indemnity obligation includes holding Indemnitee harmless for any Losses arising out of or recovered under any state's Workers' Compensation Law or arising out of the failure of Indemnitor or Indemnitor's Agents to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. Indemnitor's duty to defend Indemnitee accrues immediately at the time a claim is threatened or a claim is made against Indemnitee, whichever is first. Indemnitor's duty to defend exists regardless of whether Indemnitor is ultimately found liable. Indemnitor must indemnify Indemnitee from and against any and all Losses, except where it is proven that those Losses are solely a result of Indemnitee's own negligent or willful acts or omissions. Indemnitor will be responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Contract, Indemnitor waives all rights of subrogation against Indemnitee for losses arising from the work performed by Indemnitor or Indemnitor's Agents for the City of Phoenix. The obligations of Indemnitor under this provision survive the termination or expiration of this Contract.

8. Insurance Requirements

8.1. Vendor's Insurance

Vendor must procure insurance against claims that may arise from or relate to performance of the work hereunder by Vendor and its agents, representatives, employees and subcontractors. Vendor and subcontractors must maintain that insurance until all their obligations have been discharged, including any warranty periods under this Contract.

The City in no way warrants that the limits stated in this section are sufficient to protect the Vendor from liabilities that might arise out of the performance of the work under this Contract by the Vendor, its agents, representatives, employees or subcontractors and Vendor may purchase additional insurance as they determine necessary.

8.2. Scope and Limits of Insurance

Vendor must provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the liability limits provided that (1) the coverage is written on a "following form" basis, and (2) all terms under each line of coverage below are met.

8.3. Commercial General Liability – Occurrence Form

General Aggregate \$2,000,000

Products – Completed Operations Aggregate \$1,000,000

Personal and Advertising Injury \$1,000,000

Each Occurrence \$1,000,000

- The Vendor's insurance coverage must be primary and non-contributory with respect to any insurance or self-insurance carried by the City.

8.4. Automobile Liability

Bodily Injury and Property Damage coverage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

8.5. Worker's Compensation and Employers' Liability

Workers' Compensation Statutory

Employers' Liability:

Each Accident \$100,000

Disease – Each Employee \$100,000

Disease – Policy Limit \$500,000

- Policy must contain a waiver of subrogation against the City of Phoenix.
- This requirement does not apply when a Vendor is exempt under A.R.S. §23-902(E), **AND** when such Vendor executes the appropriate sole proprietor waiver form.

8.6. Notice of Cancellation

For each insurance policy required by the insurance provisions of this Contract, the Vendor must provide to the City, within 5 business days of receipt, a notice if a policy is suspended, voided or cancelled for any reason. Such notice must be mailed, emailed, or hand delivered City of Phoenix Finance Department, Procurement Division, 251 W Washington Street, Phoenix, AZ 85003 OR procurement@phoenix.gov.

8.7. Acceptability of Insurers

Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The City in no way warrants that the required minimum insurer rating is sufficient to protect the Vendor from potential insurer insolvency.

8.8. Verification of Coverage

Vendor must furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract must be sent directly to City of Phoenix Finance Department, Procurement Division, 251 W Washington Street, Phoenix, AZ 85003 OR procurement@phoenix.gov. The City project/contract number and project description must be noted on the certificate of insurance. The City reserves the right to review complete copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY'S RISK MANAGEMENT DIVISION.**

8.9. Approval

Any modification or variation from the insurance coverages and conditions in this Contract must be documented by an executed contract amendment.

9. Submittals

9.1. Copies

Please submit one electronic copy of the Submittal Section and all other required documentation. Please do not lock the electronic copy with password protection so that the City may incorporate the successful Offer into the awarded contract.

Please submit only the Submittal Section, do not submit a copy of the entire solicitation document. This Offer will remain in effect for a period of 180 calendar days from the opening date, and is irrevocable unless it is in the City's best interest to release offer(s).

9.2. Solicitation Response Check List

Use this check list as a tool to review your submission to ensure that all required documents and forms are included.

The written offer should be:

- Typewritten for ease of evaluation
- Signed by an authorized representative of the Offeror
- Submitted with contact information for the individual(s) authorized to negotiate with the City
- A. Offeror's Proposal - A detailed proposal describing the firm or individual's qualifications and experience responsive to the requirements of the solicitation and evaluation criteria.
- B. Pricing Proposal - A completed pricing proposal with all requested prices, quantities, and/or discounts completed.
- C. Submittal Forms - All submittal forms are completed and signed.
- D. Addenda - Signed copies of all published addenda.

Offers must be in possession of the Department on or prior to the exact time and date indicated in the Schedule of Events. Late offers will not be considered. Electronic submission is preferred. Due to file size limitations for electronic transmission, offers sent by email may need to be sent in parts with multiple emails. It is the responsibility of the Offeror to ensure that the offer is received timely and that there are no technical reasons for delay. Please refer to the Instructions Section for complete information regarding the submission of offers.

9.3. Additional Quantities

The City anticipates considerable activity under the resultant contract(s). However, no guarantee can be made as to actual Landscape and Utility Vehicles, Trailers, and Equipment, that will be purchased under this contract. The City reserves the right to add, change or delete quantities or items as circumstances may require.

Note: Offers taking exception to this option for additional quantities clause shall indicate in their offer.

9.4. Catalogs and Price Lists

Contractor must provide with its submittal the date of the current manufacturer's price list, and must identify the catalog that will be in effect at the commencement of the contract and from which the discounts offered will be evaluated. City's Finance Procurement Division must be informed 60 days in advance of any new price list or catalogs and the respective date(s). Any terms and conditions contained in the parts price list(s) or product catalog(s) submitted shall not take precedence over the City's terms and conditions specified herein. All invoices must include the manufacturer's part number, list price and discount percentage, net price extended and totaled. The City reserves the right to request a hard copy of the manufacturer's documented price listing for any item(s) invoiced.

9.5. Discount

All discounts offered shall be firm and fixed for the specified contract period. Discounts offered must be expressed as a single percentage (%) figure for each contract item. Offers containing chain or multiple discounts may be considered non-responsive.

9.6. Discount from Published Price List

Solicitations shall be submitted on the basis of a discount from a manufacturer's most recent Published Price List(s). Such Published Price List(s) must be common to, and accepted by, the industry in general. The lists must be printed, properly identified, and dated as to issuance and effectiveness.

Revised Published Price Lists may be used as a means of price adjustment. However, all offers are to be firm for a period one-year after the solicitation opening date and Revised Price Lists will not be accepted by the City until after that date. Revised Published Price Lists will be accepted only in the event of an industry-wide price change, as evidenced by the issuance of revised price lists, by the manufacturer. Price adjustments will not be made for changes in freight costs.

Revised Published Price(s) will not become effective until revised list(s) are submitted to the City under Contractor cover letter identifying the applicable contract agreement number. Contractor cover letter and pricing list(s) must be dated, signed, and submitted to the Procurement Officer. One electronic of revised price list will be required.

CONTRACTOR INFORMATION

(please complete and return with the submittal)

Company Name	_____
Street/Mailing Address	_____
City, State, Zip Code	_____
Contact Person	_____
Telephone Number	_____
Email Address	_____
Arizona Sales Tax No.	_____
City of Phoenix Sales Tax No.	_____
Arizona Corporation Commission File No.	_____
City's Vendor Registration ID No.	_____

EMERGENCY 24-HOUR SERVICE CONTACT

(please complete and return with the submittal)

Contact Name: _____

Telephone Number: _____

Alternate Contact: _____

Telephone Number: _____

WARRANTY

(please complete and return with the submittal)

Specify the Contractor or dealership / manufacturer where warranty work will be done:

Contractor _____

Address _____

City, State, Zip Code _____

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY
AND VOLUNTARY EXCLUSION**

(please sign and return with the submittal)

The prospective participant (Contractor for a federally funded project) certifies, by submission of this solicitation and certification, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. Where the prospective participant is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this solicitation.

THE PARTICIPANT (Contractor for a federally funded project), CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. 3801 ET SEQ. ARE APPLICABLE THERETO.

Authorized Official Name

Signature

Title of Authorized Official

Date

COSTS AND PAYMENTS

(please complete and return with the submittal)

PAYMENT TERMS & OPTIONS: Vendors must choose an option, if a box is not checked, the City **will default to 0% - net 45 days:**

_____ Contractor offers a prompt payment discount of either _____% - 30 days or 0% – 45 days - to apply after receipt of invoice or final acceptance of the products (invoice approval), whichever date is later, starts the 30 days. If no prompt payment discount is offered, the default is 0%, net 45 days; effective after receipt of invoice or final acceptance of the products, whichever is later. **Payment terms offering a discount will not be considered in the price evaluation of your offer.**

_____ Contractor may be paid immediately upon invoice approval, if enrollment is made to the Single Use Account (SUA) Program, administered by the City's servicing bank ("Bank"). By checking this box, the vendor accepts transaction costs charged by their merchant bank and agrees not to transfer to the City those extra charges. The City will not pay an increase in our services for the SUA charges; if an audit uncovers an upcharge for the SUA charges the vendor will owe the City all costs. The vendor may opt-out of the SUA program once, but then may not rejoin during the same contract term. **For more information about the SUA program or to enroll, send email to mailbox.sua@phoenix.gov.**

DISCOUNT FROM LIST

(please complete and return with the submittal)

All or none bid price schedule and delivery schedule.

If price lists offered have multiple pricing columns, indicate which column is applicable.

Item Number	_____
Title	_____
Published Price List Number	_____
Date of Issue	_____
Manufacturer's Name	_____
Discount	_____ %

PLACE OF BUSINESS

(please complete and return with the submittal)

Bidder's place of business will be an award factor in order to minimize the City's transportation and handling costs. If additional service locations are available or if different from the address in the Offer Section, enter below:

YEARS IN BUSINESS AND REFERENCES

(please complete and return with the submittal)

Contractor certifies that they have provided _____
listed in this solicitation for a period of ____ year(s).

Contractor shall furnish the names, addresses, and telephone numbers of a minimum of three firms or government organizations for which the Contractor is currently furnishing or has furnished, the goods or services.

Name of Company: _____

Name of Contact: _____

Email Address: _____

Phone Number: _____

Name of Company: _____

Name of Contact: _____

Email Address: _____

Phone Number: _____

Name of Company: _____

Name of Contact: _____

Email Address: _____

Phone Number: _____

CONFLICT OF INTEREST AND TRANSPARENCY FORM

(please complete, sign, and return with the submittal)

This form must be signed and submitted to the City and all questions must be answered (or N/A) or your Offer may be considered non-responsive.

1. Name of person submitting this disclosure form.

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First	MI	Last	Suffix
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2. Contract Information

Solicitation # or Name:

3. Name of individual(s) or entity(ies) seeking a contract with the City (i.e. parties to the Contract)

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4. List any individuals(s) or entity(ies) that are owners, partners, parent, sublessees, joint venture, or subsidiaries of the individual or entity listed in Question 3. Please include all Board members, executive committee members and officers for each entry. If not applicable, indicate N/A.

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5. List any individuals or entities that will be subcontractors on this contract or indicate N/A.

- ☐ Subcontractors may be retained, but not known as of the time of this submission.
- ☐ List of subcontracts, including the name of the owner(s) and business name:

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6. List any attorney, lobbyist, or consultant retained by any individuals listed in Questions 3, 4, or 5 to assist in the proposal or seeking the resulting contract. If none, indicate N/A.

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7. Disclosure of Conflict of Interest:**A. City Code Section 43-34**

Are you aware of any fact(s) with regard to this solicitation or resulting contract that would raise a “conflict of interest” issue under City Code Section 43-34?

“An elected City official or a City employee shall not represent any person or business for compensation before the City regarding any part of a procurement, including any resulting contract, if during the time the elected official is or was in office or the employee is or was employed by the City such elected official or employee played a material or significant role in the development of the solicitation, any other part of the procurement, or the contract award.”

- ☐ I am not aware of any conflict(s) of interest under City Code Section 43-34.
- ☐ I am aware of the following potential or actual conflict(s) of interest:

B. ARS Sections 38-501 et. Seq. & City Charter Chapter 11

State law and the Phoenix City Charter and Code prohibit public officers or employees, their close relatives, and any businesses they, or their relatives, own from (1) representing before the City any person or business for compensation, (2) doing business with the City by any means other than through a formal procurement, and (3) doing business with the City without disclosing that the person has an interest in the contract. This prohibition extends to subcontracts on City contracts and also applies to parent, subsidiary, or partner businesses owned by a public officer or employee. See A.R.S. Sections 38-501 through 38-511, for more information (City Charter, Chapter 11, applies the state conflict-of-interest law to City employees).

Please note that any contract in place at the time a person becomes a public officer or employee may remain in effect. But the contract may not be amended, extended, modified, or changed in any manner during the officer's or employee's city service without following city administrative regulations.

Are you aware of any fact(s) with regard to this contract that would raise a “conflict of interest” issue under A.R.S. Sections 38-501 through 38-511 (See Arizona Revised Statutes regarding conflict of interest at www.azleg.gov).

- ☐ I am not aware of any conflict(s) of interest under Arizona Revised Statutes Sections 38-501 through 38-511.
- ☐ I am aware of the following conflict(s) of interest:

8. Acknowledgements

A.Solicitation Transparency Policy – No Contact with City Officials or Staff During Evaluation

- ☐ I understand that a person or entity who seeks or applies for a city contract, or any other person acting on behalf of that person or entity, is prohibited from contacting city officials and employees regarding the contract after a solicitation has been posted.
- ☐ This “no-contact” provision only concludes when the contract is awarded at a City Council meeting. If contact is required with City official or employees, the contact will take place in accordance with procedures by the City. Violation of this prohibited contacts provision, set out in City Code Sections 2-190.4 and 43-36, by respondents, or their agents, will lead to **disqualification**.

B.Fraud Prevention and Reporting Policy

- ☐ I acknowledge that the City has a fraud prevention and reporting policy and takes fraud seriously. I will report fraud, suspicion of fraud, or any other inappropriate action to: telephone no. 602-261-8999 or 602-534-5500 (TDD); or aud.integrity.line@phoenix.gov.

The purpose of the fraud policy is to maintain the City's high ethical standards. The policy includes a way for our business partners to report wrongdoing or bad behavior. Suspected fraud should be reported immediately to the Phoenix Integrity Line. The City has adopted a zero-tolerance policy regarding fraud.

OATH

I affirm that the statements contained in this form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

Should any of the answers to the above questions change during the course of the contract, particularly as it relates to any changes in ownership, applicant agrees to update this form with the new information within 30 days of such changes. Failure to do so may be deemed a breach of contract.

PRINT NAME

TITLE

SIGNATURE

DATE

COMPANY (CORPORATION, LLC, ETC.) NAME and DBA

OFFER

(please complete, sign, and return with the submittal)

TO THE CITY OF PHOENIX - The Undersigned hereby offers and agrees to furnish the material and or service(s) in compliance with all terms, conditions, specifications, and addenda issued as a result of a solicitation.

Arizona Sales Tax No. _____
Use Tax No. for Out-of-State Suppliers _____
City of Phoenix Sales Tax No. _____
Arizona Corporation Commission File No. _____

Taxpayer's Federal Identification No.: If recommended for contract award, Offeror agrees to provide its federal taxpayer identification number or as applicable its social security number to the City of Phoenix for the purposes of reporting to appropriate taxing authorities, monies paid by the City of Phoenix under the awarded contract. If the Offeror provides its social security number, the City will only share this number with appropriate state and federal officials. This submission is mandatory under 26 U.S.C. § 6041A.

Enter City's Registration System ID Number Located at City's eProcurement website (see SECTION 2 – INSTRUCTIONS - CITY'S REGISTRATION)	
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Offeror has read, understands, and will fully and faithfully comply with this solicitation, its attachments and any referenced documents. Offeror certifies that the prices offered were independently developed without consultation with any other Offeror or potential Offerors.

Authorized Signature

Date

Print Name and Title
(*President, Manager, Member*)

Offeror Legal Name and Company Type
(*LLC, Inc., Sole Proprietor*)

Street Address: _____
City, State, Zip Code: _____
Telephone Number: _____
Email Address: _____

ACCEPTANCE OF OFFER

The Offer is hereby accepted.

The Contractor is now bound to sell the material(s) or service(s) listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc. and the Contractor's Offer as accepted by the City.

This contract shall henceforth be referred to as Contract No. _____. The Contractor has been cautioned not to commence any billable work or provide any material or service under this contract until Contractor receives purchase order, or contract documentation.

CITY OF PHOENIX

A Municipal Corporation
Jeffrey Barton, City Manager

Director or delegate:

Title:

Department:

Attest:

_____ this ____ day of _____ 2023

City Clerk

Approved as to form this 19th day of January 2017. This document has been approved as to form by the City Attorney and is on file with the City Clerk. It need not be submitted to the City Attorney for approval unless the form document is altered.