



City of Phoenix

INVITATION FOR BID

25-FSD-011

TIRE EMERGENCY FIELD SERVICE, ON-SITE SERVICE, NEW AND RETREAD TIRES

City of Phoenix

Public Works

200 W. Washington St.

7th Floor

Phoenix, AZ

85003

RELEASE DATE: May 3, 2024

DEADLINE FOR QUESTIONS: May 20, 2024

RESPONSE DEADLINE: June 5, 2024, 11:00 am

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BID PRICE SCHEDULE – This is separately attached at: <https://solicitations.phoenix.gov/>

SUBMITTAL FORMS - This is separately attached at: <https://solicitations.phoenix.gov/>

Attachments:

- Submittals - Offer Page
- Submittals - Conflict of Interest and Transparency
- Submittals - Notices and Contacts
- Submittals - Place of Business
- Submittals - Costs and Payments
- Submittals - References
- Submittals - Costs and Payments
- Acceptance Form

1. Introduction

1.1. Summary

The contractor will provide all materials, equipment, supplies, travel, and labor needed for tire field service and repair of City-owned automotive, truck, and OTR vehicles on an as-needed basis for the duration of this contract. This contract will also serve as a resource for the purchase of tires for stock at various service locations across the Phoenix metropolitan area.

1.2. Contact Information

Crystal Ramirez

Contracts Specialist II *Lead

200 W. Washington St.

7th Floor

Phoenix, AZ 85003

Email: crystal.ramirez@phoenix.gov

Phone: [\(602\) 495-3606](tel:(602)495-3606)

Department:

Public Works

1.3. 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 (Crystal Ramirez) at (602) 495-3606/Voice or 711/TTY, or crystal.ramirez@phoenix.gov, no later than two (2) weeks prior to the meeting.

Solicitation Issue Date	May 3, 2024
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<p>Pre-Offer Conference (Non-Mandatory)</p>	<p>May 15, 2024, 9:00am Join information Meeting link: https://phxpublicworks.webex.com/phxpublicworks/j.php?MTID=m05243ae6f8b896469b5ab4290fc61663 Meeting number: 2490 214 3947</p> <p>Join by video system Dial 24902143947@phxpublicworks.webex.com</p> <p>You can also dial 173.243.2.68 and enter your meeting number.</p> <p>Join by phone +1-415-655-0001 US Toll Access code: 2490 214 3947</p>
<p>Written Inquiries Due Date</p>	<p>May 20, 2024, 10:00am</p>
<p>Offer Due Date</p>	<p>June 5, 2024, 11:00am Join by phone +1-415-655-0001 US Toll Access code: 2499 294 0539</p>

2. Instructions

2.1. Description – Statement of Need

The City of Phoenix invites sealed offers for tire emergency field service, on-site service, new and retread tires for a three-year term, with two option years commencing on or about October 1, 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 (including labor resource availability), 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.
- E. Offerors are reminded that the specifications stated in the solicitation are the minimum level required and that offers submitted must be for products or services that meet or exceed the minimum level of all features specifically listed in this solicitation. Offers offering less than any minimum specifications or criteria specified are not responsive and should not be submitted.
- F. Offer responses submitted for products considered by the seller to be acceptable alternates to the brand names or manufacturer's catalog references specified herein must be submitted with technical literature and/or detailed product brochures for the City's use to evaluate the products offered. Offers submitted without this product information may be considered as non-responsive and rejected. The City will be the sole judge as to the acceptability of alternate products offered.
- G. Prices will be submitted on a per unit basis by line item, when applicable. In the event of a disparity between the unit price and extended price, the unit price will prevail unless obviously in error.

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. 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, Public Works Department, 200 W. Washington Street, 7th Floor, Phoenix, AZ 85003. It is the Offeror's responsibility to check the website, read the entire solicitation, and verify all required information is submitted with their Offer.

2.6. 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.

2.7. 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.

2.8. 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.

2.9. 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.

2.10. 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.

2.11. 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.

2.12. 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.

The City of Phoenix Public Works Department is accepting electronic Offers for this solicitation, in addition to other methods of submitting sealed Offer packages (hardcopy). Offerors are responsible for submitting the Offer (electronic or hardcopy) before the due date and time of the solicitation deadline.

The Offeror is responsible for managing potential delays due to delays caused by the Carrier or technical difficulties.

For Electronic Submittal: Please submit your response via email to pwd.solicitations@phoenix.gov. The date and time on the email will provide proof of submission and verification if the Offer was received on or prior to the due date and time specified. **Please identify the solicitation number and title in the subject line of the email when submitting the Offer.**

The City email file size is limited to 150mb. To send larger files electronically, the upload and receipt time may take longer than expected. It is the responsibility of the Offeror to ensure that the Offer met the due date and time.

Please DO NOT submit links to Google Docs, Dropbox Paper, or similar services. Your offer may be deemed non-responsive if your offer is supplied utilizing these services.

For In-Person and Carrier Delivery: Offers will be received at City of Phoenix City Hall located at 200 W. Washington St, 1st floor, Atrium, Phoenix, AZ 85003. The Atrium is just beyond the security checkpoint. The drop-off box is a grey bin marked Public Works Department. Delivery must be made during normal business hours (8:00 am – 5:00 pm, local Phoenix time, Monday – Friday) before the solicitation due date and time. Offers must be clearly marked on the outside of the package as designated in the solicitation.

Delivery of Offers: If the Offeror submits the Offer in a hardcopy format, then the Offer must be submitted in a sealed package/envelope marked with the following information:

- Offeror's Name
- Offeror's Address (as shown on the Certification Page)
- Solicitation Number
- Solicitation Title
- Offer Due Date

2.13. 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.

2.14. 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.

2.15. Award of Contract

Unless otherwise indicated, award(s) will be made to the most responsive, responsible Offeror(s) who are regularly established in the service, or providing the goods, contained in this solicitation and who have demonstrated the ability to perform in an acceptable manner.

- A. Factors that may be considered by the City include:
 1. Technical capability of the Offeror to accomplish the scope of work required in the Solicitation. This may include performance history on past and current government or industrial contracts; and,
 2. Demonstrated availability of the necessary manpower (both supervisory and operational personnel) and necessary equipment to accomplish the scope of work in the Solicitation; and,
 3. Safety record; and,
 4. Offeror history of complaints and termination for convenience or cause.
- B. Notwithstanding any other provision of this solicitation, the City reserves the right to: (1) waive any immaterial defect or informality; or (2) reject any or all offers or portions thereof; or (3) reissue a solicitation.
- C. A response to a solicitation is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's solicitation. Offers do not become contracts until they are executed by the Chief Procurement Officer or Department Director. A contract has its inception in the award, eliminating a formal signing of a separate contract. For that reason, all of the terms, conditions and specifications of the procurement contract are contained in the solicitation, and in any addendum or contract amendment.

2.16. 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.

2.17. 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.

2.18. 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.

2.19. 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.

2.20. 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.

2.21. Contract Award

In accordance with the City of Phoenix Code, Chapter 43, Section 43-12, Competitive Sealed Bidding, award(s) shall be made to the lowest responsible and responsive offeror(s) whose offer conforms in all material respects to the requirements set forth in this solicitation. 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.

2.22. 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.

2.23. Equal Low Offer

Contract award will be made by putting the names of the tied Offerors in a cup for a blind drawing limited to those bidders with tied Offers. If time permits, the Offerors involved will be

given an opportunity to attend the drawing. The drawing will be witnessed by at least three persons, and the contract file will contain the names and addresses of the witnesses.

3. Scope of Work

Section 3 consists of three groups as listed below

GROUP A: TIRE EMERGENCY ROAD and FLEET ON-SITE SERVICE = Section 3.1 - 3.14

GROUP B: NEW TIRES = Section 3.15 - 3.21

GROUP C: TIRE RETREADS = Section 3.22 - 3.35

GROUP D: BUY BACK CASINGS = Section 3.35

3.1. GROUP A: TIRE EMERGENCY ROAD and FLEET ON-SITE SERVICE

See Section 3.2 - 3.14

3.2. Scope

The City of Phoenix, Public Works Department, Fleet Services Division (City) manages and maintains a large automotive and equipment fleet and operates eighteen (18) vehicle service centers throughout Phoenix. The contractor will provide all materials, equipment, supplies, travel and labor needed for tire field service and repair of City owned automotive, truck and OTR vehicles. Requested services will include all automotive, light trucks, and medium trucks, heavy duty trucks including garbage trucks within the City's fleet. The services will include tire bump at the field sites of the City's four major service centers with Solid Waste refuse trucks. These major service centers will be identified in the scope and can be changed at the City's discretion. In addition to regular road service calls, the City has a requirement for an Expedited Solid Waste Road Service program where tires will be replaced with mounted assemblies.

3.3. General Requirements

- A. Provide all labor, material(s), equipment, tools, transportation and methods of communication and if required, additional miscellaneous services necessary to meet requirements of specified services throughout the terms of the contract.
- B. The Contractor will be available for call out road service and be properly equipped to repair tires for the City's fleet of vehicles and equipment. The City may require daily service up to 24 hours a day. Multiple service calls per day may be requested; some days there may be no calls for service.
- C. The safety procedures of the Contractor must be consistent with OSHA requirements and applicable City procedures. The Contractor will be responsible for all training and safety compliance of its employee(s) working under the scope of this agreement.
- D. All Contractor vehicles driven on City property must be clearly marked with the company's name. Contractor employees must obey all posted traffic signs and directional arrows while driving on City property.

- E. Respond and attend meeting(s) as requested by the Public Works Department upon notification.
- F. Be responsible to ensure the technicians are properly trained and supplied with personal protective equipment.
- G. Contractor shall only commence work only after they have received authorization/purchase order from one of the authorized positions at City locations.

3.4. Contractor Tools and Equipment

- A. The Contractor will provide an equipped service truck, with the tools required to perform road calls. A boom truck is required for OTR service calls. The Contractor must also supply pneumatic, hand tools and personal protective equipment. The City will not provide any equipment or tools.
- B. The City requires that service vehicles come equipped with certified torque wrenches and a TNT Golden Tool (required for dismount of medium truck tires, per City procedures).

3.5. Contractor & Subcontractors Employee Requirements

- A. The Contractor will employ properly trained Commercial Fleet tire workers, per OSHA Reg. 29 CFR 1910.177 to provide services under the Agreement. A Tire Industry Association (TIA) Commercial Certification is REQUIRED for all tire workers working on City vehicles.
- B. The Contractor's employees providing services under this Agreement must be trained in the safe, proper use of contractor-provided tire equipment. All Contractor employees will understand and follow all related safety procedures of the Contractor while working on City equipment or property.
- C. The Contractor will not subcontract any portion of the work under this contract, without prior approval by the authorized City personnel. In the event that the Contractor desires to utilize a subcontractor for some part of the work and seeks approval, the Contractor will furnish the names, qualifications, and experience of the proposed subcontractors. The Contractor will, however, remain fully liable and responsible for the work done by their subcontractor(s) and will assure compliance with all the requirements of the contract.
- D. Any Contractor or Subcontractor employee(s) established to performed on-site or mobile repairs at a City facility must perform the badging and background requirements in the Special Terms and Conditions of this contract. Any Contractor or Subcontractor employee(s) without proper badging will not be allowed to perform the on-site or mobile repair services at a City facility. The Contractor will not be able to bill the City for any travel charges, windshield time or labor associated to a non-badged employee(s) refused access to a City facility.

3.6. Emergency Road Service

- A. The services supplied must meet or exceed industry recognized specifications, motor safety standards, all Rubber Manufacturers Association (RMA) tire and tube repair standards, Tire Industry Association (TIA) certification, and OSHA Safety Standards, as applicable.
- B. Contractor response time to Emergency Road Service Calls is very critical to City operations. The Contractor must arrive at the location of service request within one (1) hour from receipt of verbal order from City authorized personnel. The requested service will include all automotive, light trucks, and medium trucks, including garbage trucks within the City's fleet.
- C. The Contractor will inspect, remove, repair, or replace tires in the same position from which it was removed.
- D. When tightening fasteners of a critical nature (wheel lug nuts), the Contractor will follow original equipment/vehicle manufacturers torque specifications and sequences. Fastener torque will be completed utilizing torque wrenches that have been certified within the last twelve (12) months.
- E. The Contractor must mark all removed tires with the vehicle unit number and identify wheel position on the tire. All removed tires must be held at the Contractor's facility, returned to the location designated by the appropriate Fleet Services Division (FSD) personnel or held at the on- site Service Center.

3.7. Estimated Annual Number of Service Calls

Based on historical data, the following information provides the City's best estimate of the type and number of services requested in a year: Approximately 2,500 tire related service calls, up to 50 of those calls are for OTR equipment.

3.8. Dismount/Mount and Tire Repair Requirements

- A. Repairs and mount/dismounting of tires that take place at the Contractor's facility will be limited to patchable flat repairs and the replacement of damaged valve stems. Replaced valve stems will be held and returned to Auto Stores on a monthly schedule. Unless otherwise directed, excessively worn or damaged tires must be returned to the location designated by the authorized City personnel.
- B. All flat repairs for on highway applications must be made per manufacturer's recommendation repair procedures. The plug/patch method is mandatory in all tread area repairs for all tires, following all RMA and TIA standards.
- C. Fire response vehicle tires will not be repaired nor reinstalled onto the equipment. All fire response equipment will have new tires installed when tire failures occur. The tire(s) removed from the vehicle must be returned to the Fire Operations Center at 2628 South 19th Ave or Auto Stores at 2441 South 22nd Ave.

- D. Speed rated tires of H and higher will only be repaired in the crown (tread) area. When the repairs exceed the criteria as listed in the Repair Limitations by Manufacturers recommendations, the tire must be removed from the application and a replacement tire installed.
- E. To ensure the best field balance the contractor will mark the location of the valve stem and any wheel weights prior to demounting the tire so that it can be remounted in relatively the same location on the wheel.

3.9. Non-Repairable Tire Requirements, Fleet Services Only

- A. In the event that a damaged tire is not repairable and must be replaced, the Contractor will contact the respective FSD Maintenance Supervisor/Foreman that made the original call for service. The Contractor must provide the equipment number, vehicle location, tire size, tire make, tire position and the reason the tire cannot be repaired and must be replaced.
- B. Upon notification by the Contractor that a tire is non-repairable the respective FSD Supervisor/Foreman will contact Auto Stores to locate a replacement tire from FSD current stock or may purchase directly from Contractor as needed. FSD personnel will then inform the contractor the status of the replacement tire. All take off tires must be returned to the location designated by the appropriate FSD personnel.

Repair Limitations by Manufacturers on Speed Rated Tires (All manufacturers specify that the tires must be repaired under either RMA or manufacturers guidelines.)			
Manufacturer	Speed rating retained	Tire warranty retained	Maximum number of repairs
Bridgestone	No	Yes	0
BF Goodrich	Yes	Yes	3
Cooper	No	Yes	0
Continental	No	No	0
Dunlop	Yes	Yes	1
Firestone	No	Yes	0
General	No	No	0
Goodyear	Yes	Yes	1
Michelin	Yes	Yes	3
Pirelli	Yes *	Yes *	1
Toyo	Yes **	Yes	1
Uniroyal	Yes	Yes	3
Yokohama	No	Yes	0
Sumitomo	No	Yes	0

* On Pirelli H speed rated and below, tire speed rating and warranty retained. On V and Z speed rated tires, the speed rating and the warranty is VOID when the tire has been repaired.

** Toyo places a 130 mph speed rating on H, V, and Z rated tires after repair.

3.10. Expedited Solid Waste Road Service Program, As Directed

- A. In order to decrease the down-time of the City's fleet of refuse vehicles, the City has established a mounted tire replacement program. For road service calls on City of

Phoenix, Solid Waste refuse vehicles, the Contractor will replace 11R22.5, 315/80R22.5, and 455/55R22.5 rear position tires with a mounted assembly.

- B. These mounted assemblies (complete tire/wheel assemblies) will be provided by the City for the Contractor to maintain at their facility. The Contractor will be responsible for this inventory which will be subject to random audits by the City.
- C. The removed tires and wheels will be dismounted and inspected at the Contractor's facility. If tires are repairable and at sufficient tread depth ($> 14/32$), the Contractor will repair the tire and place it in their mounted tire inventory. New valve stems should be installed only as needed. Non repairable tires, or those at insufficient tread depth ($< 14/32$), will be held at the Contractor's facility for the City's inspection or returned to the location designated by the authorized City personnel.
- D. In addition to tire replacement and repair, the City may request that the Contractor refurbish steel wheels. This service will be requested as needed.
- E. The Expedited Solid Waste Road Service Program will be used in whole or part for those contractors unable to provide approved 11R22.5, 315/80R22.5 and 45/55R22.5 rear position tires.

3.11. Pricing Requirements

- A. Service calls are an initial service call plus flat hourly rate once on site. The hourly rate will be charged only for time spent at the job site and will be from "check in" and "check out" with the authorized City personnel. Services calls will be all-inclusive. No incidental charges will be paid by the City for items such as travel time, contractor's equipment, licensing, permits, environmental disposal, or fuel surcharge.
- B. Dispatching fee will be accepted for Service Calls to the City's SR85 Landfill only.
- C. -The price for flat repairs must be inclusive of the cost of materials.
- D. Normal business hours are defined as 6:00 a.m. to 5:00 p.m. (local Phoenix, AZ time) during regular business days and excluding City holidays (Non-City Business Hours: 5:01 p.m. to 5:59 a.m. non-regular business days and City Holidays).
- E. The Contractor should utilize tires during service calls that the Contractor is awarded under Group B of this contract to ensure contract pricing to the City. Any tires utilized during service calls not awarded under Group B will be invoiced to the City under the Manufacturer's government discount program rate.
- F. Locations that may request Mobile repairs:
 - 1. 22nd Avenue Service Center, 2441 S. 22nd Ave., Phoenix, AZ (602) 262-6841
 - 2. Fire Resources Center, 2625 S. 19th Ave., Phoenix, AZ (602) 262-6707
 - 3. Glenrosa Service Center, 4021 W. Glenrosa Ave., Phoenix, AZ (602) 534-7003

4. Okemah Service Center, 3828 E. Anne St., Phoenix, AZ (602) 534-7005
5. Salt River Service Center, 3045 S. 22nd Ave., Phoenix, AZ (602) 534-7006
6. Union Hills Service Center, 138 E. Union Hills Dr., Phoenix, AZ (602) 534-7004
7. Solid Waste Special Operations Service Center, 3535 S. 35th Ave., Phoenix, AZ (602) 534-700
8. SR85 Landfill, 28361 W. Patterson Rd., Buckeye, AZ (602) 534-8514

3.12. Fleet Service Requirements

- A. The Fleet On-Site Service indicated on the submittal will be the rate for any scheduled tire repair or service that is prescheduled at one of the City of Phoenix facilities. Fleet on-site service may include swing shift and/or Graveyard shift times. This will be determined by each facility and their needs. There will be no material charges for Fleet on-site Service. All materials will be supplied by the service center.
- B. On-Site Contractor technicians will check for proper inflation by using a tire pressure gauge. Check that tread is evenly worn and look for cuts or other damage to tread or sidewalls. Also, make sure that valve caps and stems are not missing, broken, or damaged. Check for minimum tread depth (8/32 on steering axle tires, 8/32 on all other tires). Tire are to be inflated in accordance specification on the City of Phoenix sticker located on the body of vehicle above the tire. Service hours and times are determined by the service center supervisor.
- C. There will be times that the On-Site technician (during fleet service) will be required to go on a service call. In this case there will be no service call fee. The technician will keep his/her time running as if they had never left the service location. This requirement only pertains to fleet service being done at one of the major Service Centers. The current major Service Centers are listed below in subsection 9.10. The City may add or remove locations as necessary.
- D. When tightening fasteners of a critical nature (wheel lug nuts), the Contractor will follow original equipment/vehicle manufacturers torque specifications and sequences. Fastener torque will be completed utilizing torque wrenches that have been certified within the last twelve (12) months of the date of use.
- E. The Fleet On-Site Service Rate will be billed from On-Site "time in" to "time out" only. The technician will need to check in and check out with the City Supervisor/Foreman on duty.
- F. This service does not allow any charges or billing in the format of flat rate, service calls or piece work, which will not be acceptable during the Fleet Services On-Site Service.
- G. The On-Site Service technician can also be utilized to perform "drive-in" tire repairs as requested by the on-site City Supervisor/Foreman. This service will also be a part of the

Fleet Service On-Site Service charge. The Contractor will not charge any additional dispatching or service fees related to this service request.

- H. The Contractor will invoice the On-Site Service on a single invoice for each work day for the total number of hours from “check-in time” to “check-out time”. The invoice must also include the date of services being billed and an itemized listing of unit/work orders completed during the On-Site Service. The invoice will also include the “check-in time” and “check-out time”.
- I. The Contractor will work with the City’s Tire Supervisor to ensure consistency among the multiple locations related to tire stock, pre-mount tires program, or any recommendation to the current service being provided under the On-Site Service segment of this contract.
- J. On-Site Service Locations:
 - 1. Glenrosa Service Center, 4021 W. Glenrosa Ave., Phoenix, AZ (602) 534-7003
 - 2. Okemah Service Center, 3828 E. Anne St., Phoenix, AZ (602) 534-7005
 - 3. Salt River Service Center, 3045 S. 22nd Ave., Phoenix, AZ (602) 534-7006
 - 4. Union Hills Service Center, 138 E. Union Hills Dr., Phoenix, AZ (602) 534-7004
- K. On-site Fleet Service Contractors will have access to City owned equipment and supplies (tire mounting machines, tire balancing Machines, tire mounting/dismounting tools, tire repair stations, tire inflation cages, valve stems, tire patches, etc.). Vendors must have required training to operate any City-owned equipment.

3.13. Reporting Requirements

All repairs or replacements shall be detailed on reports or forms that are acceptable to the City for the purpose of vehicle maintenance records and invoicing. These forms or reports shall be provided with the invoice. All reports or forms must be filled out completely and signed by the technician providing the service before the Contractor’s work will be approved for payment. There shall be NO SEPARATE CHARGE for completing forms or reports.

3.14. Tire Requirements - Emergency Road Service

- A. Contractor supplied tires installed for Emergency Road Service use should closely match brand and type listed on the City’s current tire contract. The contract listed tire should be installed if work is performed by the tire contract vendor.
- B. The Contractor should utilize tires during service calls that the Contractor is awarded under Group B of this contract to ensure contract pricing to the City. Any tires utilized during service calls not award under Group B will be billed to the City under the Manufacturer’s government discount program rate.
- C. Solid Waste brand and type retread tires must be approved by FSD Maintenance prior to installation.

- D. Vendor is responsible for disposal of scrap tire replaced on road service calls. Retreadable tires should be returned to the City of Phoenix.
- E. All removed tires from Fire Road Service / Fire On-Site Service and replaced with vendor provided tires should be disposed by the servicing vendor, except 11R22.5, 315/80R22.5 and 455/55R22.5 casings. These removed casing sizes, as well as all other removed casings replaced with City provided tires, should be delivered to the scrap tire area at Fire Ops, 19th Ave.

3.15. GROUP B: NEW TIRES

See Section 3.16 - 3.21

3.16. Scope

The Contractor shall provide new tires as required for the existing City of Phoenix vehicle fleet. Tires shall be supplied on an "as needed" / "if needed" basis, according to the requirements contained herein. The types of tires to be supplied include: passenger vehicle tires; light and medium radial truck tires; pursuit vehicle tires; motorcycle tires; Off Road (OTR) tires; and trailer tires.

3.17. Contractor Requirements

A. Inventory and Delivery Requirements

1. The Contractor shall establish and maintain sufficient local product inventory to adequately support the City's fleet of vehicles and equipment.
2. The Contractor shall make multiple daily deliveries, Monday through Friday, as required to fulfill orders. Delivery will be within twenty-four (24) hours after receipt of verbal or written order, excluding weekends for all automotive, light truck, and medium heavy truck tires. Deliveries must be made no later than 2:00 PM.
3. In the event that an item cannot be supplied immediately from Contractor's stock, the City reserves the right to purchase the item from other sources when the City determines that it is an emergency purchase need.
4. Deliveries will be made to various City locations. A list of current locations is found in Section III, subsection 2. The City may add or remove locations as necessary.

B. Adjustments and Warranty

1. All tires and tubes supplied shall be guaranteed against defects in workmanship and materials for the life of the tire. Adjustments for tire failures shall be made using a pro-rated method, based on the percentage of tread remaining. Truck tire casings shall be guaranteed against defects and materials for four (4) years from manufacturers run date.

C. Contractor Adjustment Schedule and Format

1. If a tire fails and is reported to the Contractor as a potential warranty issue, an itemized receipt is required when the Contractor picks up the adjustments. This receipt must include such information as size, manufacturer name, tread design, and DOT number. The Contractor shall make adjustments on a monthly basis. Credits for adjustments shall be processed within thirty (30) days of receipt from the City facility.
2. Contractor shall submit written reports on all tires submitted for adjustment. Reports shall be formatted to identify number of adjustments received, number of adjustments accepted, credit amount for each adjustment and total credits awarded, number of adjustments denied and percentages of each category with a summary page identifying an annual running total of each category. The reports will explain why the tire(s) failed and/or the reason that the adjustment was denied. The reports will be formatted in a line item sequence.

D. Casing Pick-up and Disposal

1. Following inspection and release by FSD, the Contractor shall pick up and dispose of all unserviceable tire casings, on a one-for-one basis for all tire sizes sold to the City of Phoenix. The pickup will occur at the time of new tire delivery or at scheduled pickup intervals. Scrap or unserviceable tires shall be picked up at the time of new tire delivery.

3.18. Contractor Qualifications

- A. Contractor shall utilize properly qualified employees in the performance of this contract. A qualified employee is defined as one who is trained and capable of properly, safely, and promptly providing services requested in association with this contract. Unqualified employees are not permitted to provide assistance of any kind under this contract.
- B. Contractor shall not subcontract, use third-party companies or use any other parties to perform these services without written authorization from the City. Should authorization for such be granted, use of any subcontractors or other parties shall not relieve, release or affect in any manner the Contractor's duties, liabilities or obligations under this contract.
- C. If the City determines, for any reason, that the qualifications, actions or conduct of any particular Contractor employee has violated this agreement or is otherwise detrimental to the City, a written notice will be issued to the Contractor. Upon receipt of such notice, the Contractor shall promptly provide a qualified replacement person(s) to provide services under this contract. Examples of such conduct include: performing unsatisfactory services; poor customer service; interfering with operation of City fleet; or inappropriate behavior towards occupants, other contractors or subcontractors.

3.19. Product Specifications

A. General Requirements

1. All tires furnished under this contract shall be of current production and of the latest design and construction. Tires with a discontinued tread design shall not be supplied.
 2. Tires supplied under this contract, which bear the "DOT" mark, shall not be more than twelve (12) months old from the manufacturer run-date.
 3. All tires provided within a specified size shall have the same tread width, depth, and overall dimensions so that all tires in any one size can be paired on vehicles.
 4. The manufacturer's name or trademark, the normal size, including ply or ply rating, and/or load range and identification or serial number shall be molded on each tire.
- B. Acceptable Brands** - For each of the tire specifications below, the City defined a tier rating. These tiers define those brands that the City finds acceptable for the tire specified. The tiers are defined as follows:
1. Tier 1 Acceptable Brands
 - a. Bridgestone
 - b. Goodyear
 - c. Michelin
 2. Tier 2 Acceptable Brands
 - a. BF Goodrich
 - b. Continental
 - c. Dunlop
 - d. Firestone
 - e. General
 - f. Hankook
 - g. Kumho
 - h. Nexen
 - i. Sumitomo
 - j. Toyo
 - k. Uniroyal
 - l. Yokohama
 3. Tier 3 Acceptable Brands
 - a. All other brands, not previously mentioned in Tier 1 and 2.

- A. **Passenger Vehicle Tires** - The tires supplied under this category must meet the specified sizes, Tire and Rim Association Standard load indices (LI), speed ratings (SR), tread types (TREAD), as well as, the City defined tiers (TIER). Please note Tier 1 brands are acceptable substitutes for Tiers 2 and 3, while Tier 2 brands are acceptable substitutes for Tier 3. Additionally, non-P-Metric tires that meet or exceed specifications may be substituted for P-Metric tires.
- B. **Light Duty Truck Tires** - The tires supplied under this category must meet the specified sizes, Tire and Rim Association Standard load ranges (LR), ply ratings (PLY) tread types (TREAD), as well as, the City defined tiers (TIER). Please note Tier 1 brands are acceptable substitutes for Tiers 2 and 3, while Tier 2 brands are acceptable substitutes for Tier 3.
- C. **Trailer Tires** - The tires supplied under this category must meet the specified sizes, Tire and Rim Association Standard load ranges (LR), ply ratings (PLY) tread types (TREAD), as well as, the City defined tiers (TIER). Please note Tier 1 brands are acceptable substitutes for Tiers 2 and 3, while Tier 2 brands are acceptable substitutes for Tier 3.
- D. **Police Pursuit Tires** - Tires supplied under this category shall be tires expressly designed and certified by manufacturer for high speed operation and shall exhibit exceptional safety, stability, handling and stopping characteristics. The tires must also meet the specified sizes, Tire and Rim Association Standard load indices (LI), speed ratings (SR), tread types (TREAD), as well as, the City defined tiers (TIER). Please note Tier 1 brands are acceptable substitutes for Tiers 2 and 3, while Tier 2 brands are acceptable substitutes for Tier 3. Additionally, non P-Metric tires that meet or exceed specifications may be substituted for P-Metric tires. If a specific brand is listed in the specification, then that is the only acceptable brand for that tire. No substitutions will be permitted.
- E. **Motorcycle Tires** - Tires supplied under this category must meet the specified sizes, Tire and Rim Association Standard load indices (LI), speed ratings (SR), tread types (TREAD), as well as, the City defined tiers (TIER). Please note Tier 1 brands are acceptable substitutes for Tiers 2 and 3, while Tier 2 brands are acceptable substitutes for Tier 3. If a specific brand is listed in the specification, then that is the only acceptable brand for that tire. No substitutions will be permitted.
- F. **Medium Duty Truck Tires** - The tires supplied under this category must meet the specified sizes, Tire and Rim Association Standard load ranges (LR), ply ratings (PLY) tread types (TREAD), as well as, the City defined tiers (TIER). Please note Tier 1 brands are acceptable substitutes for Tiers 2 and 3, while Tier 2 brands are acceptable substitutes for Tier 3. If a specific brand is listed in the specification, then that is the only acceptable brand for that tire. No substitutions will be permitted.
- G. **OTR Tires** - The tires supplied under this category must meet the specified sizes, Tire and Rim Association Standard load ranges (LR), ply ratings (PLY) tread types (TREAD),

as well as, the City defined tiers (TIER). Please note Tier 1 brands are acceptable substitutes for Tiers 2 and 3, while Tier 2 brands are acceptable substitutes for Tier 3.

3.20. Promotional Pricing

- A. The Contractor may conduct sales promotions, for specified periods of time, involving specific products or groups of products within the scope of this Contract. Sales promotions can include additional rebates, specials, product discounts offered by manufacturers, etc. When a sales promotion is offered, the Contractor shall submit the promotional pricing, in writing, to the Buyer of Record and the ordering department's representative with the following:
1. The affected contract product or product groups;
 2. For general promotions, the additional discount percentage or rebate amount; and for specific products, the promotional price vs. the existing contract price.
 3. The start and end date of the sales promotion;
- B. Promotional pricing shall be available to all contract users through the dates specified.

3.21. Usage Reports

The Contractor shall provide the City of Phoenix, Finance Department, Purchasing Division with a usage report delineating the acquisition activity governed by the contract. The format of the report shall be approved by the City and shall disclose the quantity and the dollar value of each contract item by individual purchasing unit. Usage reports shall be created by the Contractor on a quarterly basis and shall be due by the end of the month following the end of the quarter.

- A. Usage report quarters are as follows:
- January through March (Q1)
 - April through June (Q2)
 - July through September (Q3)
 - October through December (Q4)

3.22. GROUP C: TIRE RETREADS

See Section 3.23 - 3.35

3.23. Scope of Work

- A. The City of Phoenix, Public Works Department, Fleet Services Division is responsible for overseeing the maintenance of the City of Phoenix fleet of approximately 7,800 different vehicles and support equipment. The purpose of this contract is to establish Contractor(s) who will supply tire retreading services. The Contractor(s) will provide all equipment, tools, labor, and materials necessary to perform tire retreading and repairing on existing tires used by the City's fleet.

- B. Tires to be retread or repaired will be tubeless radial ply casings on medium duty and heavy duty trucks. All tires scheduled to be retread will utilize the Pre-Cure Method. The following acceptable repairs for radial ply casing will include nail hole, spot, reinforcement, section and bead area repair. The City of Phoenix reserves the right to waive minor variation(s) if in the opinion of Fleet Services the basis offer meets the general intent of these specifications.
- C. Listed below are the retread tire sizes, manufacturers, tread types, minimum acceptable tread widths, and estimated quantities.

SIZE					LR	PR	TREAD	ANNUAL FORECAST	SPECIAL DESCRIPTION
11		R	22.5				BRM2	3000	Bandag BRM2
11		R	22.5				BRM3	3000	Bandag BRM3
11		R	22.5				WHA	3000	Goodyear WHA
11		R	22.5				RZY-HM	3000	Marangoni RZY-HM
11		R	22.5				XZUS	3000	Michelin XZUS
315	80	R	22.5				BRM2	1000	Bandag BRM2
315	80	R	22.5				BRM3	1000	Bandag BRM3
315	80	R	22.5				WHA	1000	Goodyear WHA
315	80	R	22.5				RZY-HM	1000	Marangoni RZY-HM
315	80	R	22.5				XZUS	1000	Michelin XZUS
455	55	R	22.5				XZUS	700	Michelin XZUS

	455	55	R	22.5				XZUS PLUS		700	Michelin XZUS PLUS
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3.24. Pick Up and Delivery Requirements

A. The Contractor shall make deliveries, Monday through Friday, as determined by each City of Phoenix facility. Pick up will be available after receipt of verbal or written order, excluding weekends and holidays. Deliveries must be made within seven (7) calendar days after notification and no later than 2:00 p.m. at the respective Service Centers.

B. Casing Pick ups

1. The supplying vendor will pick up casings for retreads, repair, and disposal on a weekly basis. Pick up locations are:
 - a. 22nd Ave
 - b. Fire Ops (19th)
 - c. Glenrosa
 - d. Okemah
 - e. Salt River
 - f. Union Hills
2. Prior to leaving the City’s premises, a report or work order should be provided to those facilities Parts Counter (Auto Stores). The City will provide a Purchase Order upon receipt of the report or work order. The report or work order must include:
 - a. Number of tires and casings accepted for retreading or repair
 - b. DOT date codes
 - c. Individual casing identification
 - d. Manufacturer/design
 - e. Number of tires for scrap

C. Retreaded and Repaired Tire Delivery

1. Retreaded casings and repaired tires should be returned to the respective pick up locations, except for Fire Ops location, as no retreads or repaired tires will be returned to Fire.
2. Upon delivery a copy of the initial report or work order should be included.

3.25. Acceptable Brands and Tread Types

- A. Based on the City's completed and on-going evaluations, bids are accepted for all of the following Manufacturer Brands and Tread Types. Vendors may submit bids for more than one retread Manufacturer

1. 11R22.5 and 315/80R22.5

- a. Bandag BRM
- b. Goodyear WHA
- c. Marangoni RZYHM
- d. Michelin XZUS

2. 455/55/R22.5

- a. Michelin XZUS
- b. Michelin XZUS PLUS

3.26. Retread Facility Inspection Guidelines

- A. Each retread facility shall be inspected by an approved national organization and follow recognized retread manufacturing procedures. Inspection procedures may be by the retread plant's tread rubber supplier in accordance with specific procedural guidelines set forth in retreader, dealer, purchase or franchise agreements. The prospective retread supplier may provide evidence of certification of the production facility from a nationally recognized tire retreading association within the previous twelve (12) month period. Retread plants and their suppliers approved under guidelines of Procurement Specifications CTQP-441 "Administrators Approval & Requirement Manual for Tires, Pneumatic Retreaded and Repaired (formerly ZZ-T-441) are considered certified as to the manufacturing procedures and competence.
- B. Contractors must hold plant certifications for all products and/or services. Evidence of plant certification shall be included with bid submittal.

3.27. Manufacturing and Processing Standards

Written manufacturing and processing standards conforming to industry accepted procedures and as specified on Procurement Specifications CTQP-441 shall be followed in the performance of each step of the operation. Copies of the written retread process procedures adopted shall be available at the appropriate manufacturing location and shall be furnished to the City of Phoenix for reference as requested. Each retread process procedure shall be established for plant personnel performing each operation.

3.28. Initial Inspection

- A. Casing inspection shall be performed by a trained, certified technician. The Contract shall use either electronic, ultrasonic, x-ray, elector mechanical, holography, shearography or other types of casing inspection equipment to aid in determine casing

integrity. The inspection shall include placing the tire on a mechanical spreader under adequate lighting and distortion of the natural contour sufficient for visual manual inspection. Casings accepted for retreading shall not contain any of the following:

1. Ply separation
2. Broken, damaged, kinked, or exposed bead wire
3. Injuries to piles in the bead area
4. Flex breaks
5. Loose ply cords or evidence of overload, under inflation or run flat
6. Tread separation that cannot be removed during buffing
7. Sidewall separation
8. Weather cracking extending into the body plies
9. Non-repairable damage to the inner or bead seating on a tubeless tire
10. Injuries of sufficient sizes and number that cannot be repaired using acceptable commercial practice
11. Radial belt separations
12. Other rejection criteria specified by the tire manufacturer or other industry standards.

3.29. Rejected Casings

Each rejected casing shall be returned to the original City of Phoenix pick up location or held at the vendor's site for inspection. Each casing shall be tagged, indicating the reason for rejection and the vendor's job number.

3.30. Scrap Retread Tire Disposal

The Contractor is responsible for the pick up and disposal of ALL rejected and scrap retread tire casings for the same size(s) provided. Scrap tires should be accumulated at the City's Service Centers.

3.31. Sealants

Liner sealants and/or conditioners may be used in tubeless tires

3.32. Repairs

A. Nail Hole Repairs

1. Nail hole injuries may be repaired before or after a tire is buffed.
2. Any number of nail holes may be repaired in the repairable area of the radial truck tire. The only limiting factor is that repair patches do not overlap.

3. Injuries 3/8" (9mm) and smaller through the approved repairable crown area shall be repaired using a repair patch and suitable fill material in the injury. If the injury is larger than 3/8" (9mm) in the crown area after the damage and rust have been removed the tire will require a section repair. Any injury through the ply cords of a sidewall will require a section repair.

B. Spot Repair

1. A spot repair in a radial tire is limited to cracks and cuts in the rubber with no exposed or damaged body plies. Any number of spot repairs can be made. Any damage found on the body wires of a radial tire will require that the damage be removed and receive a full section repair.

C. Section Repairs

1. The number of section repairs should not exceed the tire manufacturer's recommended limit and must not overlap or affect the same ply coat(s).
2. The cost of section repairs shall not exceed the cost of a new casing. If the section repair price differs by size the contractor shall include the repair size along with the submitted price.
3. All casing repairs must be carried out using prescribed methods and tools in accordance with Industry Standards and conform to Industry Recommended Practices. Operators must be trained to industry-recognized repairing standards. Final determination of the repairability, type of repair, and repair material must be made after skiving and inspection and in accordance with the recommended tables and criteria of the repair material and tire manufacturers. Existing repairs must be reworked if loose or questionable.

D. Bead Repairs

1. The following conditions will be considered repairable in the rubber covering the bead area of the radial truck tire:
 - a. Cuts or tears in the rubber covering the bead area that do not damage or expose the body ply or bead wires
 - b. Repairs made to the bead must ensure that the original bead contour can be restored

3.33. Monthly and Quarterly Reports

The Contractor(s) is required to submit monthly and quarterly retread reports for each retread tire size supplied. This is a comprehensive report that can be broken out by service center. Reports are due by the end of the first week of the following month/quarter (i.e. January's activities will be reported by the end of the first week of February). Quarterly reports are based on the calendar year (i.e. January through December).

A. MONTHLY REPORT

1. Casings
2. Size and ply
3. Brand
4. Description
5. Age
6. DOT date code
7. Number of tires retreaded
8. Tread depth as received
9. Rejection summary
10. Repair summary
11. Scrap summary

B. QUARTERLY REPORT

1. Number of casings submitted
2. Number of casings finished (retreaded)
3. Number of casings repaired
4. Number of casings inspected only
5. Number of casings rejected
6. Number of casings scrapped
7. Total processed

An electronic sample of the Quarterly report shall be included with the bid submittal.

3.34. Warranty

- A. Every retread and/or repair produced on a City-provided casing or a casing supplied by the vendor will bear a valid DOT shop number and shall be warranted free from defects in workmanship and materials.
- B. All retreads shall give satisfactory service under normal operating conditions. If the retreads fail while in service due to faulty workmanship and/or materials, the tire shall be returned to the contractor and be adjusted as follows.
 1. Retreads failing before 25% of the original retread is worn, shall be refunded to the City at the Full retread cost. For example, a 24/32" tread tire, a 100% adjustment would be down to 18/32"

2. Retreads failing beyond 25% will be adjusted on a prorated basis, based on the remaining tread to a minimum of 2/32"
3. If a retread/repair fails, causing damage beyond repair to the casing, the Contractor will credit the City for both the retread and casing. Credits to the City may require the Contractor to provide replacement of retread and casing acceptable to the City.
Retread/repair and casing credits shall be processed and presented to the City within seven (7) days of receipt.
4. For the purpose of adjustment policies, casing and retread failure values are set at:
 - a. 11R22.5 Casings shall be adjusted at \$75.00 to \$85.00
 - b. 315/80R22.5 Casings shall be adjusted at \$85.00 to \$110.00
 - c. 455/55R22.5 Casings shall be adjusted at \$110.00 to \$200.00
 - d. Full 100% for first two years and/or 2nd retread after original manufactures date (DOT Number)
 - e. 50% (1/2) for third year and/or 3rd retread after original manufactures date (DOT Number)
 - f. 25% (1/4) for fourth year and/or 4th retread after original manufacturers date (DOT number)
5. If retread/repair fails, causing damage to the vehicle on which it is installed, the vendor will reimburse the City for all associated costs of repairs.
 - a. The Contractor(s) shall perform tire failure analysis on tire casings presented for each analysis. A detailed report of vendor findings will be presented. All retread and capping repairs presented to the Contractor(s) for warranty adjustment will be reported separately from normal process reports. Denied adjustments casings will be returned to the City pick up location with a detailed report of reason for denial. The City will closely monitor retread/repair failures to gauge Contractors performance.

3.35. Additional Support Services

- A. The City will require that the retread Contractor(s) provide additional support service as tire technical service as necessary on matters pertaining to retreads and new tire performance and report. Such technical services shall include the following:
 1. Fleet surveys
 2. Failed tire analysis
 3. Tire and evaluation comparisons
 4. Nail hole repair Clinics
 5. Fleet performance studies

- B. Such technical service and analysis will be conducted on a quarterly schedule as prescribed by the City. The City may require the Contractor(s) to brand the tire casing for the purpose of tire tracking and full life cycle cost per mile analysis.
- C. Casing Buy-Back The City of Phoenix has extended an update to bid pricing in relation to the purchase of tire casings by contractor(s). Within the bid price schedule, vendors may purchase either virgin casings, or casings that have been capped a maximum of one (1) time. The purchase of either casing type will be on an as needed basis, as requested by the contractor(s), or as offered by the City of Phoenix. Upon casing acceptance by the contractor(s), the contractor(s) accepts the casing on a where is/as is basis, with no expressed or implied warranty. Additionally, upon casing acceptance, the contractor fully releases and indemnifies the city of Phoenix of all liability and claims associated with such casings. All liability and claims sought post acceptance by Contractor(s) shall be borne solely by the purchasing contractor(s). The acceptance of monetary or store credit for the purchase of casings shall be at the discretion of the Public Works Department, Fleet Services Division.

4. Standard Terms and Conditions

4.1. 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.

4.2. 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.

4.3. 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.

4.4. 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:** If applicable, 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.

4.5. 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.

4.6. 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.

4.7. 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.

4.8. 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.

4.9. Notice

Any notice, consent or other communication (“Notice”) required or permitted under this Agreement will be in writing and either: (1) delivered in person; (2) sent via e-mail, return receipt requested; (3) sent via facsimile transmission; (4) deposited with any commercial air courier or express delivery service; or (5) deposited in the United States mail, postage prepaid.

4.10. Integration

This Agreement constitutes and embodies the full and complete understanding and agreement of the parties hereto and supersedes all prior understandings, agreements, discussions, proposals, bids, negotiations, communications, and correspondence, whether oral or written. No representation, promise, inducement or statement of intention has been made by any party hereto which is not embodied in this Agreement, and no party will be bound by or liable for any statement of intention not so set forth.

4.11. 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.

4.12. 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.

4.13. 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.

4.14. 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.

4.15. 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.

4.16. 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.

4.17. 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.

4.18. 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.

5. Special Terms and Conditions

5.1. Term of Contract

The term of this Contract will commence on or about October 1, 2024 and will continue for a period of **three (3) years** thereafter. This Contract includes **two (2) one-year options** to extend the term, for an aggregate **five (5) years**, which may be exercised by the sole discretion of the City.

5.2. Free on Board (FOB)

Prices quoted shall be FOB destination and delivered, as required, to the following point(s): • 22nd Avenue Service Center, 2441 S. 22nd Ave., Phoenix, AZ (602) 262-6841 • Fire Resources Center, 2625 S. 19th Ave., Phoenix, AZ (602) 262-6707 • Glenrosa Service Center, 4021 W. Glenrosa Ave., Phoenix, AZ (602) 534-7003 • Okemah Service Center, 3828 E. Anne St., Phoenix, AZ (602) 534-7005 • Salt River Service Center, 3045 S. 22nd Ave., Phoenix, AZ (602) 534-7006 • Union Hills Service Center, 138 E. Union Hills Dr., Phoenix, AZ (602) 534-7004 • Solid Waste Special Operations Service Center, 3535 S. 35th Ave., Phoenix, AZ (602) 534-700 • SR85 Landfill, 28361 W. Patterson Rd., Buckeye, AZ (602) 534-8514.

5.3. 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.

5.4. 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.

5.5. 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

5.6. 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.

5.7. Partial Payments

Partial payments are authorized on individual purchase orders. Payment will be made for actual goods and services received and accepted by the City.

5.8. 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.

5.9. 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.

5.10. 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.

5.11. 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.

5.12. 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.

5.13. 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.

5.14. 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.

5.15. 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.

5.16. 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.

5.17. 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.

5.18. 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.

5.19. 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.

5.20. 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.

5.21. 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.

5.22. 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.

5.23. 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

5.24. Background Screening – Standard Risk

- A. **Determined Risk Level:** The current risk level and background screening required is STANDARD RISK LEVEL
- B. **Standard Risk Level:** A standard risk background screening will be performed when the Contract Worker's work assignment will:
1. require a badge or key for access to City facilities; or
 2. allow any access to sensitive, confidential records, personal identifying information or restricted City information; or
 3. allow unescorted access to City facilities during normal and non-business hours.
- C. **Requirements:** The background screening for this standard risk level will include a background check for real identity/legal name and will include felony and misdemeanor records from any county in the United States, the state of Arizona, plus any other jurisdiction where the Contractor worker has lived at any time in the preceding seven years from the Contract Worker's proposed date of hire.
- D. **Contractor Certification; City Approval of Background Screening:** Unless otherwise provided for in the Scope, Contractor will be responsible for:
1. determining whether Contract Worker(s) are disqualified from performing work for the City for standard risk level background checks; and,
 2. for reviewing the results of the background check every five years; and,
 3. to engage in whatever due diligence is necessary to make the decision on whether to disqualify a Contract Worker; and,
 4. Submitting the list of qualified Contract Workers to the contracting department.
 5. For sole proprietors, the Contractor must comply with the background check for himself and any business partners, or members or employees who will assist on the contract and for whom the requirements of the Agreement apply.
 6. By executing this agreement, Contractor certifies and warrants that Contractor has read the background screening requirements and criteria in this section, and that all background screening information furnished to the City is accurate and current. Also, by executing this agreement, Contractor further certifies and warrants that Contractor has satisfied all background screening requirements for the standard risk background screening, and verified legal worker status, as required.

6. Defense and Indemnification

6.1. 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.

7. Insurance Requirements

7.1. Contractor's Insurance

Contractor and subcontractors must procure insurance against claims that may arise from or relate to performance of the work hereunder by Contractor and its agents, representatives, employees and subcontractors. Contractor 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 Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors and Contractor may purchase additional insurance as they determine necessary.

7.2. Scope and Limits of Insurance

Contractor 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.

7.3. 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 policy must name the City of Phoenix as an additional insured with respect to liability for bodily injury, property damage and personal and advertising injury with respect to premises, ongoing operations, products and completed operations and liability assumed under an insured contract arising out of the activities performed by, or on behalf of the Contractor related to this Contract.
- There shall be no endorsement or modification which limits the scope of coverage or the policy limits available to the City of Phoenix as an additional insured.
- City of Phoenix is an additional insured to the full limits of liability purchased by the Contractor.
- The Contractor's insurance coverage must be primary and non-contributory with respect to any insurance or self-insurance carried by the City.

7.4. 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 contractor or subcontractor is exempt under A.R.S. §23-902(E), **AND** when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

7.5. Notice of Cancellation

For each insurance policy required by the insurance provisions of this Contract, the Contractor 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 to City of Phoenix Public Works Department, Procurement Division, 200 W Washington Street, 7th Floor, Phoenix, AZ 85003.

7.6. 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 Contractor from potential insurer insolvency.

7.7. Verification of Coverage

Contractor 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 Public Works Department, Procurement Division, 200 W Washington Street, 7th Floor, Phoenix, AZ 85003. 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.**

7.8. Subcontractors

Contractor’s certificates shall include all subcontractors as additional insureds under its policies **OR** Contractor shall be responsible for ensuring and verifying that all subcontractors have valid and collectable insurance. At any time throughout the life of the contract, the City of Phoenix reserves the right to require proof from the Contractor that its subcontractors have insurance coverage. All subcontractors providing services included under this Contract’s Scope of Services are subject to the insurance coverages identified above and must include the City of

Phoenix as an additional insured. In certain circumstances, the Contractor may, on behalf of its subcontractors, waive a specific type of coverage or limit of liability where appropriate to the type of work being performed under the subcontract. Contractor assumes liability for all subcontractors with respect to this Contract.

7.9. Approval

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

8. Submittals

8.1. Copies

For In-Person and Carrier Delivery

If submitting a hardcopy offer to the City, please submit one original, 1 copy, and one electronic copy (portable thumb drive) of the Submittal Section and addenda(s). Please include updated W-9, a sample invoice and all other required documentation.

For Electronic Submittal via email

If submitting an electronic offer to the City via email, please submit one copy of the Submittal Section and addenda(s). Please include an updated W-9, a sample invoice and all other required documentation.

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).

Please DO NOT submit links to Google Docs, Dropbox Paper, or similar services. Your offer may be deemed non-responsive if your offer is supplied utilizing these services.

Additional required documentation to be included with submittal:

Offeror will submit documentation on the below items for employees who will be providing services under any resulting contract:

- A Tire Industry Association (TIA) Commercial Certification is REQUIRED for all tire workers working on City vehicles. - Group A
- Contractors must hold plant certifications for all products and/or services. - Group B
- An electronic sample of the Quarterly report - Group C

8.2. 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.
- E. Certifications required depending on Group submitting an offer for.
- F. A Tire Industry Association (TIA) Commercial Certification is REQUIRED for all tire workers working on City vehicles. - Group A
- G. Contractors must hold plant certifications for all products and/or services. - Group B
- H. An electronic sample of the Quarterly report - Group C

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.

8.3. Additional Quantities

By signing and submitting this solicitation, Offeror agrees that the City may, at any time prior to N/A, purchase additional quantities up to and including 100 percent of the quantities specified at these solicitation prices and conforming to solicitation specifications.