



City of Phoenix

INVITATION FOR BID
25-FSD-017
LUBRICATION SERVICES

City of Phoenix
Public Works
200 W. Washington St.
7th Floor
Phoenix, AZ
85003

RELEASE DATE: May 15, 2024

DEADLINE FOR QUESTIONS: May 28, 2024

RESPONSE DEADLINE: June 12, 2024, 11:00 am

City of Phoenix
INVITATION FOR BID
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Lubrication Services

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EXHIBIT A

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

Acceptance Form

1. Introduction

1.1. Summary

The City intends to use this Contract as necessary to provide lubrication services to refuse equipment, industrial equipment, construction equipment (including Caterpillar equipment in accordance to manufacturer specs), and miscellaneous equipment as needed at various city facilities. This contract is scheduled to begin on October 1, 2024, for a three-year term to include two one-year options to extend.

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 15, 2024
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<p>Pre-Offer Conference (Non-Mandatory)</p>	<p>May 24, 2024, 9:00am Join information Meeting link: https://phxpublicworks.webex.com/phxpublicworks/j.php?MTID=mf3494746fd90ad92faa79858b395b694 Meeting number: 2483 675 6877</p> <p>Join by video system Dial 24836756877@phxpublicworks.webex.com You can also dial 173.243.2.68 and enter your meeting number. Join by phone +1-415-655-0001 US Toll Access code: 2483 675 6877</p>
<p>Written Inquiries Due Date</p>	<p>May 28, 2024, 10:00am</p>
<p>Offer Due Date</p>	<p>June 12, 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 lubrication services 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, 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. Pre-Award Qualifications

Offeror must have been in operation a minimum of 3 years. The Offeror's normal business activity during the past 3 years will have been for providing the goods or services in this solicitation. See additional details in Section 3.2.

Upon notification of an intent to award, the Offeror will have ten calendar days to submit a complete certificate of insurance in the minimum amounts and the coverages as required in the Insurance Requirements of this agreement. Insurance requirements are non-negotiable.

2.16. 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.

2.17. 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.

2.18. 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.

2.19. 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.

2.20. 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.

2.21. 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.

2.22. 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.

2.23. 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.

2.24. 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

3.1. OVERVIEW

- A. The City of Phoenix, Public Works Department, Fleet Services Division (City) is responsible for managing a fleet of over 300 refuse trucks equipped with various manufacturer's bodies. This equipment is diverse including a variety of makes and models of equipment, including Automatic Side Loaders, Rear Loaders, Front Loaders, Tippers, Roll-Offs, Articulated Loaders, Stake Bed and Barrel Delivery trucks within the various collection operations. The city also incorporates the use of various body manufacturers, such as Wayne (Curbtender), Dadee BTE (Scorpion), New-Way (Mammoth/King Cobra), Heil (Rapid Rail), Amrep (HX450ASL) McNeilus (Rear Loader/Front Loader) and Heil (Rapid Rail). The scope of Original Equipment Manufacturer (OEM) equipment used in refuse collection by the city of Phoenix includes: Autocar, Peterbilt and American LaFrance (including Condor/Sterling). Finally, the city often uses various types of construction equipment to maintain refuse operations. Manufacturers of the construction equipment include, but are not limited to, Caterpillar, Case, Kubota and Wacker Neuson.
- B. The City intends to use this Contract as necessary to provide lubrication services to refuse equipment, industrial equipment, construction equipment (including Caterpillar equipment in accordance to manufacturer specs), and miscellaneous equipment as needed at various city facilities. This contract may, on occasion, require the lubrication of chassis components on the body side for Original Equipment Manufacturers. Service requirements may vary from 1 day of service to multiple days or weeks, dependent upon need. As such, the Contractor shall be able to mobilize withing 24 hours. Likewise, Contractor shall be able to commit staff to 8-10 hours of service per day to at least four (4) different locations across the Phoenix area if necessary.
- C. The Contractor(s) will provide all necessary labor, parts, material, lubricants and proper tools to meet Original Equipment Manufacturer's guidelines, to lubricate various refuse truck packer bodies, lift assemblies and articulating loaders as per various manufacturer lubrication charts, at various City Service Center Locations as required. The City will utilize this Contract on an "as-needed" / "if needed" basis. As such, Contractor should be aware that there is no guarantee on consistency of quantity or dollar amount of services.
- D. The City is continually in the process of replacing refuse equipment each year with new equipment, including new truck models and refuse body styles. As such, equipment makes/models can change without notice, thus the composition of the City's refuse equipment fleet is subject to change. The City reserves the right to add or remove Service Centers and/or equipment as necessary. The City will provide the Contractor with current equipment unit number(s) assigned to each service center at the beginning of this contract and as equipment is reassigned.

3.2. CONTRACTOR QUALIFICATIONS

- A. The Contractor will have current or previous experience providing maintenance services for heavy-duty trucks and equipment. Experience must be at least three (3) years within the last ten (10) years.
- B. Contractor represents that it is familiar with the nature and extent of this contract, the services, and any conditions that may affect its performance under this contract. Contractor further represents that it is fully experienced and properly qualified, complies with all applicable license requirements, and is equipped, organized, and financed to perform such services.
- C. Services provided by Contractor will be performed with the appropriate tools and equipment and in a manner consistent with the level of care and skill ordinarily exercised by members of Contractor's profession currently practicing in the same industry under similar conditions. Acceptance or approval by the City of Contractor's work will in no way relieve Contractor of liability to the City for damages suffered or incurred arising from the failure of Contractor to adhere to the previously mentioned standard of competence.

3.3. CONTRACTOR EMPLOYEE REQUIREMENTS AND QUALIFICATIONS

- A. The Contractor will provide employees that are knowledgeable and capable of operating the equipment listed herein in a safe manner with the knowledge and ability to gain access to the various grease fittings and other lubrication points. Equipment operation can include but is not limited to, starting equipment engines, raising beds, and setting up bed locks for safe access during lubrication and returning all items to correct stowed position when lubrication has been completed. The ability of the Contractor's employees to successfully maintain this contract will have a direct bearing on the optional extension of the agreement.
- B. The City reserves the right to require that the Contractor remove from service to the City under this contract, any employee that has performed in an unsatisfactory manner under the terms of this contract. Any employee that has been removed at the City's direction may still be employed by the Contractor for other work not involving the City. The Contractor is required to hire enough employees to meet all requirements of this Contract.

3.4. REMOVAL/REPLACEMENT OF CONTRACTOR EMPLOYEES

The Contractor will comply with any request by the City to remove any employee from providing services under this contract. The City may make such a request upon a determination that the individual has been assigned a duty for which he or she is not qualified or is found to be unfit for the performance of duties. The City may request the removal of any employee determined to be in non-compliance with the qualifications or a failure to meet the contractual requirements. The Contractor will bear full financial responsibility for costs when removal/replacement is necessary as determined by the City.

3.5. TRAINING REQUIREMENTS

- A. The Contractor will provide, at their own expense, training for all Contractor employees prior to their work under this contract. Training must incorporate equipment orientation including on-the-job training specific to the equipment being serviced. The Contractor will ensure all employees effectively and efficiently perform the duties prior to their assignment to provide services under this Contract.
- B. The Contractor is responsible for all costs associated with employee training. The Contractor's training will include but not be limited to the following:
 - 1. Familiarization with reading manufacturer's recommended lubrication charts
 - 2. Ensure lubrication meets manufactures' recommendations.
 - 3. Inspection and replacement of damaged or broken grease fittings.
 - 4. Proper application of grease to all fittings
 - 5. Verification that fittings are not clogged or damaged in a way that would prevent proper lubrication.
 - 6. Proper procedure for filling of auxiliary air system oilers from fill plug as per OEM guidelines.
 - 7. Equipment and site cleanliness
 - 8. Safe operation of equipment.

3.6. SERVICE REQUIREMENTS

- A. All Contractor vehicles driven on City property will be clearly marked with the company's name and Contractor employees will obey all posted traffic signs and directional arrows. The Contractor's performance of the required lubrication services will not interfere with normal service center operations or traffic flow.
- B. All work performed will be in accordance with current industry standards set forth by the original equipment manufacturers standards. All replacement materials/parts used must meet or exceed OEM specifications and standards. The only acceptable lubricants to be used under this Contract are Mfg: Mystik, JT-6 Red and Mfg: Aervoe, 937 Tef-Lube, and Mfg: CAT Sulfonate (P/N:452-6003) for Caterpillar Equipment. Alternates will not be accepted; no exceptions.
- C. The Contractor will supply, and their employees shall wear the appropriate personal protective equipment (PPE) necessary while servicing equipment under this contract. PPE include items such as reflective safety vest, hearing protection and eye protection.
- D. The Contractor will perform the following maintenance functions, and at the required frequency, as outlined in the equipment service specifications section below.

1. Inspect grease fittings and replace any damaged or broken fittings as necessary.
 2. Wipe grease fitting clean prior to any lubrication application to any grease fitting (preventing dirt entry to joint).
 3. Properly apply grease to all fittings as necessary and verify that fittings are not clogged or damaged that would prevent lubrication.
 4. Ensure that all manufactures recommended lube points are being lubed as per lubrication charts provided and with frequency requested by the City of Phoenix.
 5. Proper filling of auxiliary air system oilers from fill plug as per OEM guidelines.
 6. Wipe off all excessive grease and ensure that no grease has dropped onto the ground or surrounding machinery. The Contractor will clean up any spillage immediately.
 7. Perform a general overall inspection of the vehicle's lubrication points, reporting any mechanical defects and leaks to the on-duty foreman or supervisor.
 8. Ensure that lubrication requirements are being met on each piece of equipment assigned to service centers.
 9. Report any obvious defects, such as leaks and broken components, to shop management.
- E. The Contractor will provide the on-duty foreman or supervisor equipment unit number(s) for any equipment for which they were unable to meet lubrication requirements. If the Contractor misses lubrication of assigned equipment, the Contractor will contact the on-duty foreman or supervisor to confirm current availability of missed equipment.
- F. The City will provide log sheets which the Contractor will submit daily to the on-duty foreman or supervisor at the of end day. This log sheet will list the vehicles completed and what jobs were performed. Any vehicles not available for service must be identified to the on-duty foreman or supervisor. If any additional vehicles are identified, the Contractor will verify with the on-duty foreman or supervisor if lubrication services are required for the additional equipment.
- G. On occasion, the Contractor will submit any periodic or special report requested by the city. The city reserves the right to request any and all reports deemed necessary from Contractor regarding the performance of service and auditing of this agreement at no cost to city.
- H. The Contractor will meet on a quarterly basis with the City, or as requested by the City on an as-needed basis, to discuss performance of services under this contract.

3.7. EQUIPMENT SERVICE SPECIFICATIONS

- A. In addition to the specific requirements found in the table below, the Contractor will remove and replace broken or malfunctioning grease zerks when found.

- B. The City may provide, at the Contractor's request, copies of all applicable manufacturers' lubrication charts, for the equipment listed below, at the Post Award Conference. However; the Contractor will be responsible for using the most current and up-to-date guidelines from the manufacturer.
- C. The table below outlines, for each equipment type, the services required; frequency of service can vary from 1 to 5 days a week. The City reserves the right to add and delete equipment as needed.

1	Side Loading Refuse Trucks Mfr: Dadee/BTE - Scorpion	Job 1. Lubricate Loader/Arm Assembly: Items 18 through 41 (Exhibit A pages 1-12). Per the manufacturer's lubrication chart.
		Job 2. Tailgate, Body and Packer: Items 1 through 17 (Exhibit A pages 1-12). Per the manufacturer's lubrication chart.
2	Side Loading Refuse Trucks Mfr: Wayne, Curbtender	Job 1. Lubricate Loader Arm/Packer Assembly: All items under categories of: Lift Arm, Pack Panel, Belt Grippers; Per the manufacturer's lubrication chart (Exhibit A page 13).
		Job 2. Tailgate and Body: All items under categories of: Tailgate, Tip to dump or service hoist, pump drive shaft, tailgate, hopper cover; Per the manufacturer's lubrication chart (Exhibit A page 13).
3	Side Loading Refuse Trucks Mfr: Amrep, HX450ASL	Job 1. Lubricate Loader/Arm Assembly: Items 5 through 18 and 1 through 13 (Exhibit A pages 14-16); Per the manufacturer's lubrication chart.
		Job 2. Tailgate, Body and Packer: Items 1 through 4, and 1 through 6 (Exhibit A pages 14-16); Per the manufacturer's lubrication chart.
4	Side Loading Refuse Trucks Mfr: Heil, Rapid Rail	Job 1. Lubricate Loader/Arm and Packer Assembly: Items 1 through 8, and 1 through 32 (Exhibit A pages 17-18); Per the manufacturer's lubrication chart.
		Job 2. Tailgate/Body: Items 9 through 24 (Exhibit A pages 17-18); Per the manufacturer's lubrication chart.
5	Rear Loading Refuse Trucks Mfr: McNeilus, and New Way - King Cobra	Job 1. Tailgate, Body, and Packer: Per the manufacturer's recommended lubrication chart; McNeilus (Exhibit A pages 19-20), New Way (Exhibit page 21). Lube tipper attachments if applicable.
6	Articulating Loaders Mfr: Kubota 420/520, Wacker Neuson WL30/32, CAT 903D	Job 1. Pins, Joints, Shafts, Steering/Suspension and Bucket/Lift Arm Section: Per the manufacturer's recommended lubrication chart; Kubota (Exhibit A pages 22-23), Wacker WL30 (Exhibit A pages 24-25), Wacker WL32 (Exhibit A pages 26-27), CAT (Exhibit A pages 28-29).

7	Front Loader Refuse Haulers Mfr: New Way Mammoth, McNeilus Model 87	Job 1. Tailgate, Ejector, Loader Arm Assembly/Forks, Panel and Cylinders. Items as outlined in the manufacturer's recommended lubrication chart; New Way (Exhibit A pages 30-31), McNeilus (Exhibit A pages 32-35)
8	Bin/Dumpster Delivery Trucks Mfr: Ford/Galbreath	Job 1. All Fittings. Per the manufacturer's lubrication chart (Exhibit A page 36).
9	Refuse Roll Off Trucks Mfr: Spartan, Galbreath	Job 1. All Fittings. Per the manufacturer's lubrication chart; Spartan (Exhibit A pages 37-39), Galbreath (Exhibit A page 40)
10	Electric Material Handler Mfr: Bultrite	Job 1. Turntable, main boom, jib boom, boom link and grappler. Per the manufacturer's recommended lubrication chart (Exhibit A pages 41-42).
11	Tracked Excavator Tractor Mfr: Caterpillar (318)	Job 1. Pins, bushings, boom base, boom dipper pivot pins, stew ring bearing and teeth, quick hitch and tab positioning ram; Per the manufacturer's recommended lubrication chart (Exhibit A pages 43-46).
12	Wheeled Loader HD Mfr: Caterpillar (950M,966M)	Job 1. Bucket pivot pins, bearings, side dump pivots, lumber fork clamp, bucket control cylinders and linkage, lift arm and lift cylinder trunnion bearings, frame upper pivot bearings, upper/lower articulation joints, bucket positioner bearing, steering cylinder bearing, drive shaft spline, driveshaft support bearings, drive shaft universal joints, rear axle trunnion bearings, fan bearing and steering follow-up linkage (Exhibit A page 47). Per the manufacturer's recommended lubrication chart.
13	Skid Steer Loader Tractor Mfr: Bobcat (S250, S450, S590, S570, S650, S750, S850)	Job 1. Loader lift arms, cylinders, Bob-tach pivot & wedges, steering cylinders and steering lever pivots. Per the manufacturer's recommended lubrication chart.
14	Forklift, 4-8 Ton Mfr: Clark (C-Models), Yale (NPR15D), UniCarrier (C and PF models), Doosan (7-series models)	Job 1. Steering wheel bearing, steering linkage, lift and tilt cylinder rod ends; Per the manufacturer's recommended lubrication chart.
15	Tractor Loader SM Mfr: Kubota (M-Series), CAT (415F2 IL), New Holland (U80C).	Job 1. Driveshaft, steering axle pivots and linkage, front axle main pivots, cables, extending dippers, power sideshift wear pads, power sideshift chain, clam shovel, loader quick hitches, loader arm (all pivot points) and other implements. Per the manufacturer's recommended lubrication chart.

16	Tractor Backhoe Loader Mfr: JCB (3C-14/3CX-14), Case (580N/580MT), CAT (420F2), John Deere (310G), New Holland (LB75), Terex (TX760/TX760B).	Job 1. Driveshaft, steering axle pivots and linkage, front axle main pivots, pins and bushings, cables, extending dippers, power sideshift wear pads, power sideshift chain, clam shovel, backhoe loader quick hitches, loader arm (all pivot points) and other implements. Per the manufacturer's recommended lubrication chart.
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3.8. COMPLAINT RESOLUTION

When contractor receives complaints or notification of issues from the City regarding the services provided, the contractor must respond to the City by the next business day. The contractor must resolve the complaint or issue within 2 business days of receipt.

3.9. INVOICING REQUIREMENTS

- A. The contractor will submit invoices on a weekly basis to the City with one (1) invoice for each service center. The invoice will indicate the unit number(s) of equipment lubricated and the date that the services were performed. The contractor will attach to the invoice, a completed and signed copy of the daily log sheet, as required documentation of services performed. Invoices will not be paid without this documentation. This submission of this documentation directly to a City of Phoenix employees does not constitute submission for payment purposes. All invoices must be submitted to invoices@phoenix.gov
- B. The contractor will only invoice for the equipment serviced. If the contractor fails to lubricate assigned equipment per the required tasks outlined above, the contractor must remove that specific equipment from the invoice. The City will only pay for the equipment serviced.
- C. Additionally, the contractor must ensure that the equipment is serviced with the frequency requested by City staff. Weekly frequency can vary from 1 to 5 times per week. The City will not pay for services performed on equipment when that service exceeds the frequency requested by City staff.

3.10. SERVICE LOCATIONS

The following is a list of current Fleet Service Division's Service Center locations. The City reserves the right to obtain service at other city locations, along with adding or remove locations at its sole discretion.

- A. Okemah Service Center; 3828 East Anne, Phoenix, Az
- B. Union Hills Service Center; 202 East Union Hills, Phoenix, Az
- C. Glenrosa Service Center; 4019 West Glenrosa, Phoenix, Az
- D. Salt River Service Center; 3045 South 22nd Ave, Phoenix, Az
- E. Fleet Services- Special Operations; 2241 S 22nd Ave, Phoenix, Az
- F. 27TH Avenue Transfer Station; 3060 North 27th Avenue, Phoenix, AZ

G. North Gateway Transfer Station; 30205 North Black Canyon Hwy, Phoenix, AZ

3.11. EQUIPMENT LIST

The following is an approximated equipment count of primary equipment that will be serviced under this contract, which may include equivalent equipment beyond the specific makes/models represented under each bid item. The City reserves the right to adjust equipment (counts and makes/models) at its sole discretion as necessary. Should a need to lubricate other types of equipment arise, the vendor and the shop foreman or supervisor will utilize an hourly rate established within this contract to accomplish targeted lubrication needs.

- Side Loaders 208 units
- Rear Loaders.....67 units
- Articulating Loaders..... .64 units
- Front Loaders.....8 units
- Bin Delivery Trucks..... .2 units
- Roll Off Trucks..... .12 units
- Electric Material Handler..... 2 units
- Tracked Excavators..... 11 units
- Wheel Loaders..... 8 units

3.12. HOURS OF EQUIPMENT AVAILABILITY

The contractor will perform all work on site. Normal working hours for this agreement, are indicated below. No overtime, travel time or call out time will be charged.

- Trucks and loaders are available Monday through Friday from 4:30 p.m. to 5:00 a.m. for Service Centers at Glenrosa, Okemah, and Union Hills. Trucks and loaders are available Monday through Friday from 4:30 p.m. to 10:30 p.m. for Salt River Service Center.
- Fleet service; special operations trucks are available Monday through Friday 4:30 p.m. to 10:30 p.m.
- The contractor will contact a City representative to obtain availability of other equipment.

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): • Okemah Service Center; 3828 East Anne, Phoenix, AZ • Union Hills Service Center; 202 East Union Hills, Phoenix, AZ • Glenrosa Service Center; 4019 West Glenrosa, Phoenix, AZ • Salt River Service Center; 3045 South 22nd Ave, Phoenix, AZ • Fleet Services- Special Operations; 2441 S 22nd Ave, Phoenix, AZ • 27TH Avenue Transfer Station; 3060 North 27th Avenue, Phoenix, AZ • North Gateway Transfer Station; 30205 North Black Canyon Hwy, Phoenix, AZ.

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. Estimated Quantities or Dollar Amounts (Requirements Contracts Only)

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

5.10. Suspensions of Work

The City reserves the right to suspend work wholly or in part if deemed necessary for the best interest of the City. This suspension will be without compensation to the Contractor, other than to adjust the contract completion/delivery requirements.

5.11. Post Award Conference

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

5.12. 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.

5.13. 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.

5.14. Exclusive Possession

All services, information, computer program elements, reports, and other deliverables which may be created under this contract are the sole property of the City of Phoenix and will not be used by the Contractor or any other person except with prior written permission by the City.

5.15. Licenses and Permits

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

5.16. Delivery / Service Ticket

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

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

5.17. 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.

5.18. Liquidated Damages

If the Contractor fails to deliver the supplies or perform the services within the time specified in its contract, or any extension thereof, the actual damages to the City for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, the Contractor shall pay to the City as fixed, agreed and liquidated damages for each calendar day of the delay, the amount of \$1,000.00. The City may terminate this contract in whole or in part as provided in the “Default” provision. In that event, the Contractor shall be liable for such liquidated damages accruing until the City may reasonably obtain delivery or performance of similar supplies and services. The

Contractor shall not be charged with liquidated damages when the delay arises out of causes beyond its control and without fault or negligence, as determined by the City. The Chief Procurement Officer will be the sole judge in determining the liquidated damages.

5.19. Communication in English

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

5.22. Transition of Contract

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

5.23. Types of Work Supervision

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

5.24. 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.

5.25. 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.

5.26. 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.

5.27. 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.

5.28. 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.

5.29. 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.

5.30. 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.

5.31. 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.

5.32. 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.

5.33. 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.

5.34. 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.

5.35. 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

5.36. 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. Automobile Liability

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

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

- The policy must be endorsed to include the City of Phoenix as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, relating to this Contract.
- 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.

7.5. Worker's Compensation and Employers' Liability

Workers' Compensation Statutory

Employers' Liability:

Each Accident \$100,000

Disease – Each Employee \$100,000

Disease – Policy Limit \$500,000

- Policy must contain a waiver of subrogation against the City of Phoenix.
- This requirement does not apply when a 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.

7.6. 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.

7.7. Acceptability of Insurers

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

7.8. 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.**

7.9. 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.

7.10. 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.

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.

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

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

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



GREASE FITTING LOCATIONS MAINTENANCE SCHEDULE

Before performing any maintenance activity, be sure all appropriate safety precautions have been taken to protect the technician and equipment.

Clean fittings before applying grease and always pump enough grease into the joint to remove the old grease. Wipe off excess.

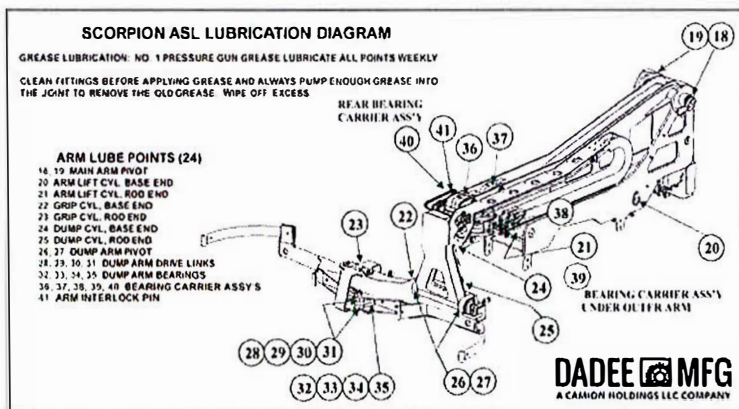
There are forty-two (42) lubrication points on the Scorpion ASL. (17) points are located on the Body and (25) points are located on the Arm. The recommended frequency of lubrication is **Weekly** as shown below.

Notes:

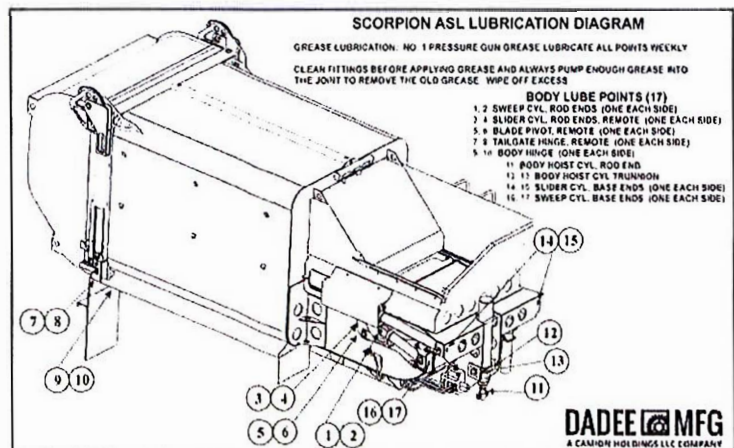
DO NOT Grease the Sweep Blade / Slider Wear Bar area. This will collect debris/dirt and accelerate wear.

Higher than average use may increase the need for lubrication. Visual inspection for wear as well as owner's lubrication interval schedule may result in more frequent lubrication.

[DECAL PART NUMBER AM01875]



[DECAL PART NUMBER AM01876]



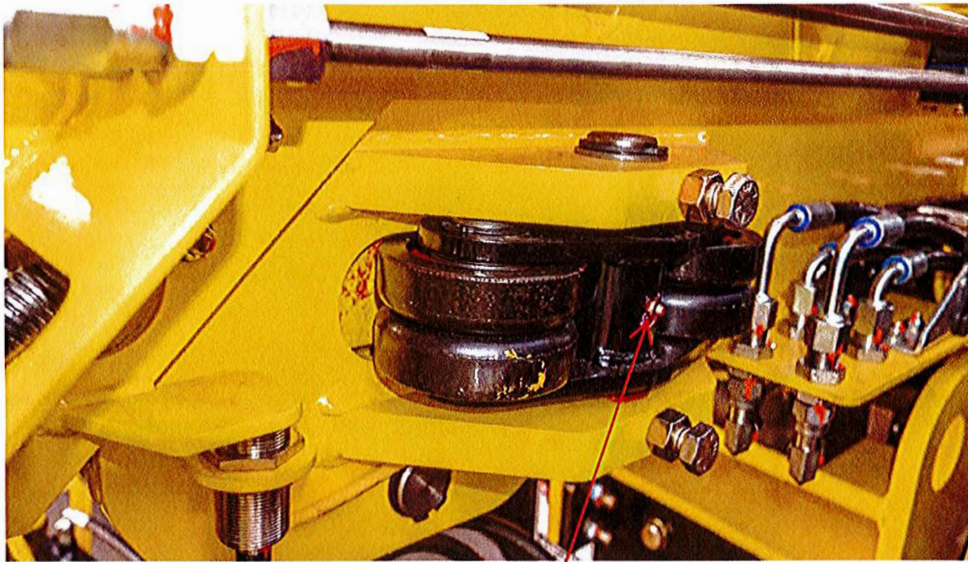


GREASE FITTING LOCATIONS (continued)

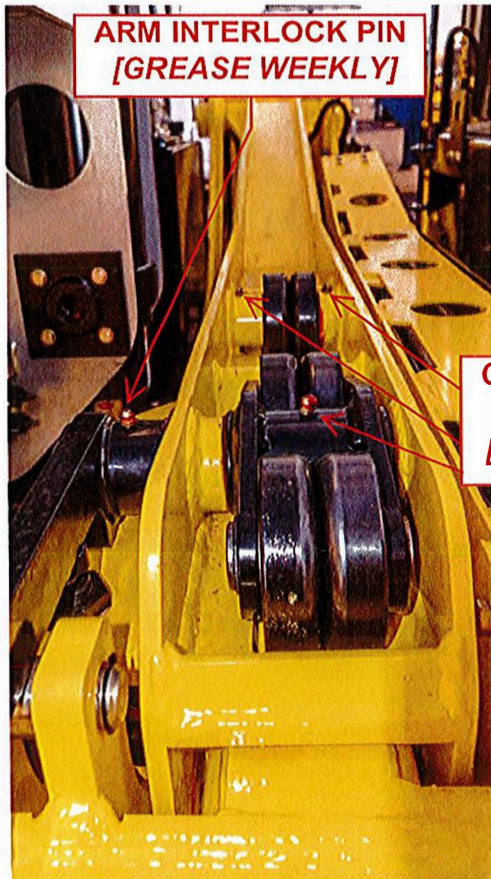
GENERAL OVERVIEW OF LOCATIONS

PLEASE PAY SPECIAL ATTENTION: THE MOST MISSED GREASE FITTINGS ARE BEHIND THE DUMP ARM (6 POINTS) AND ALSO THE BODY PIVOTS AT REAR.

CURBSIDE OF UNIT



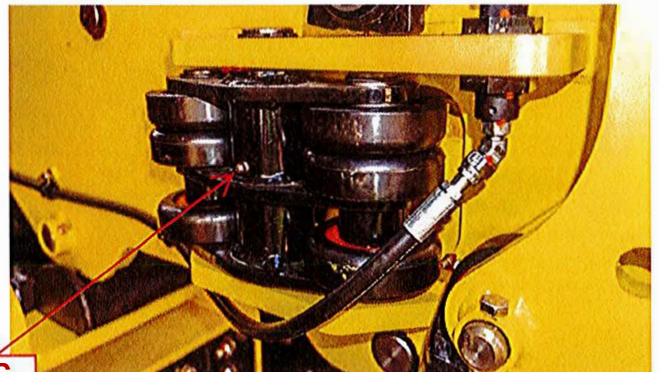
SIDE OF ARM



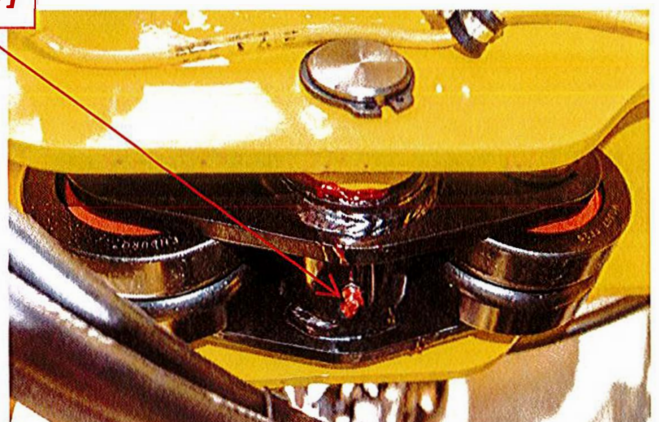
ARM INTERLOCK PIN
[GREASE WEEKLY]

CARRIER BEARING
ASSEMBLY
[GREASE WEEKLY]

TOP OF ARM



SIDE OF ARM



BOTTOM OF ARM

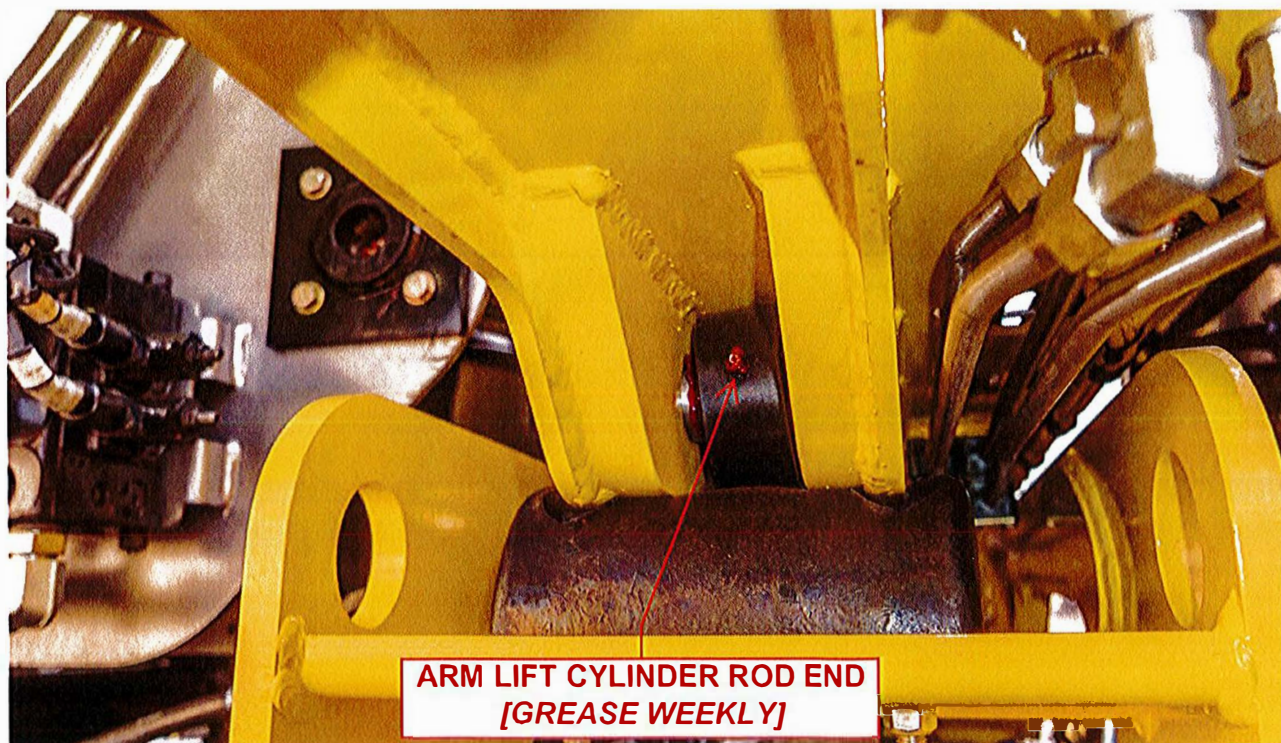


GREASE FITTING LOCATIONS (continued)

GENERAL OVERVIEW OF LOCATIONS

PLEASE PAY SPECIAL ATTENTION: THE MOST MISSED GREASE FITTINGS ARE BEHIND THE DUMP ARM (6 POINTS) AND ALSO THE BODY PIVOTS AT REAR.

CURBSIDE OF UNIT



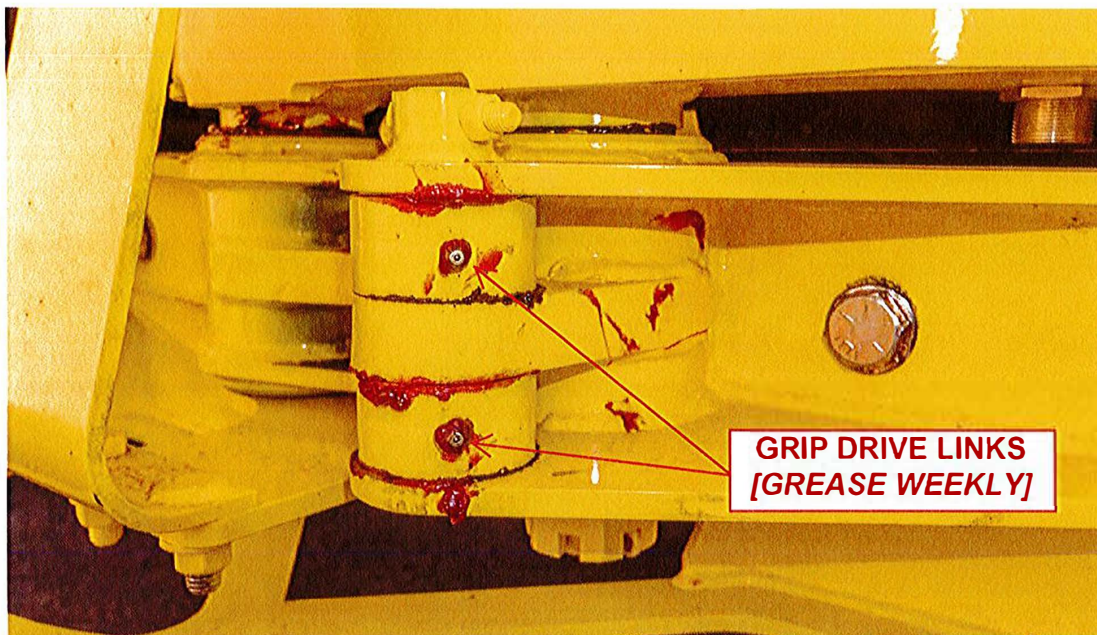


GREASE FITTING LOCATIONS (continued)

GENERAL OVERVIEW OF LOCATIONS

PLEASE PAY SPECIAL ATTENTION: THE MOST MISSED GREASE FITTINGS ARE BEHIND THE DUMP ARM (6 POINTS) AND ALSO THE BODY PIVOTS AT REAR.

CURBSIDE OF UNIT



**GRIP DRIVE LINKS
[GREASE WEEKLY]**



**GRIP CYLINDER BASE END
[GREASE WEEKLY]**

**GRIP CYLINDER ROD END
[GREASE WEEKLY]**

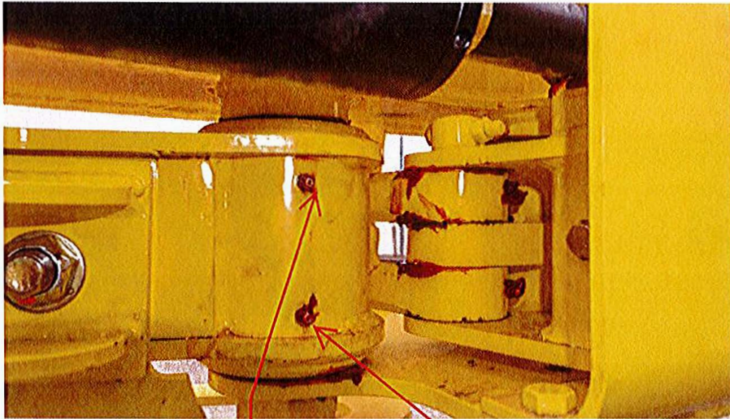


GREASE FITTING LOCATIONS (continued)

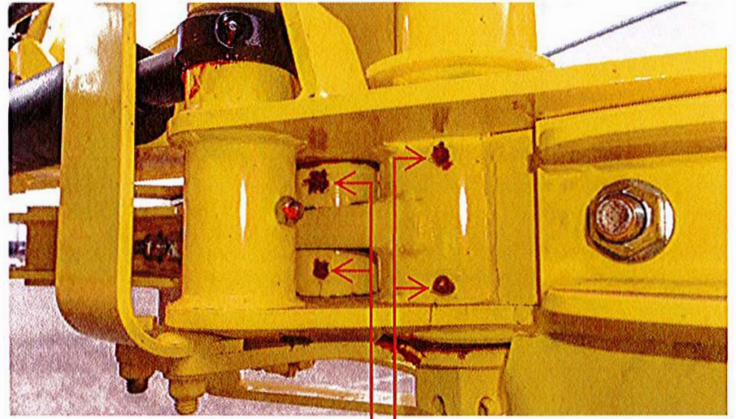
GENERAL OVERVIEW OF LOCATIONS

PLEASE PAY SPECIAL ATTENTION: THE MOST MISSED GREASE FITTINGS ARE BEHIND THE DUMP ARM (6 POINTS) AND ALSO THE BODY PIVOTS AT REAR.

CURBSIDE OF UNIT

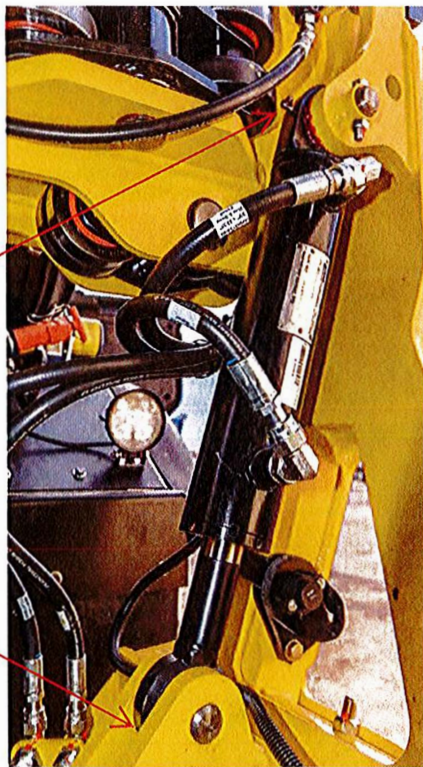


GRIP LINK BEARINGS
[GREASE WEEKLY]



GRIP DRIVE LINKS
[GREASE WEEKLY]

GRIP DRIVE BEARINGS
[GREASE WEEKLY]



DUMP CYLINDER BASE END
[GREASE WEEKLY]

DUMP CYLINDER ROD END
[GREASE WEEKLY]

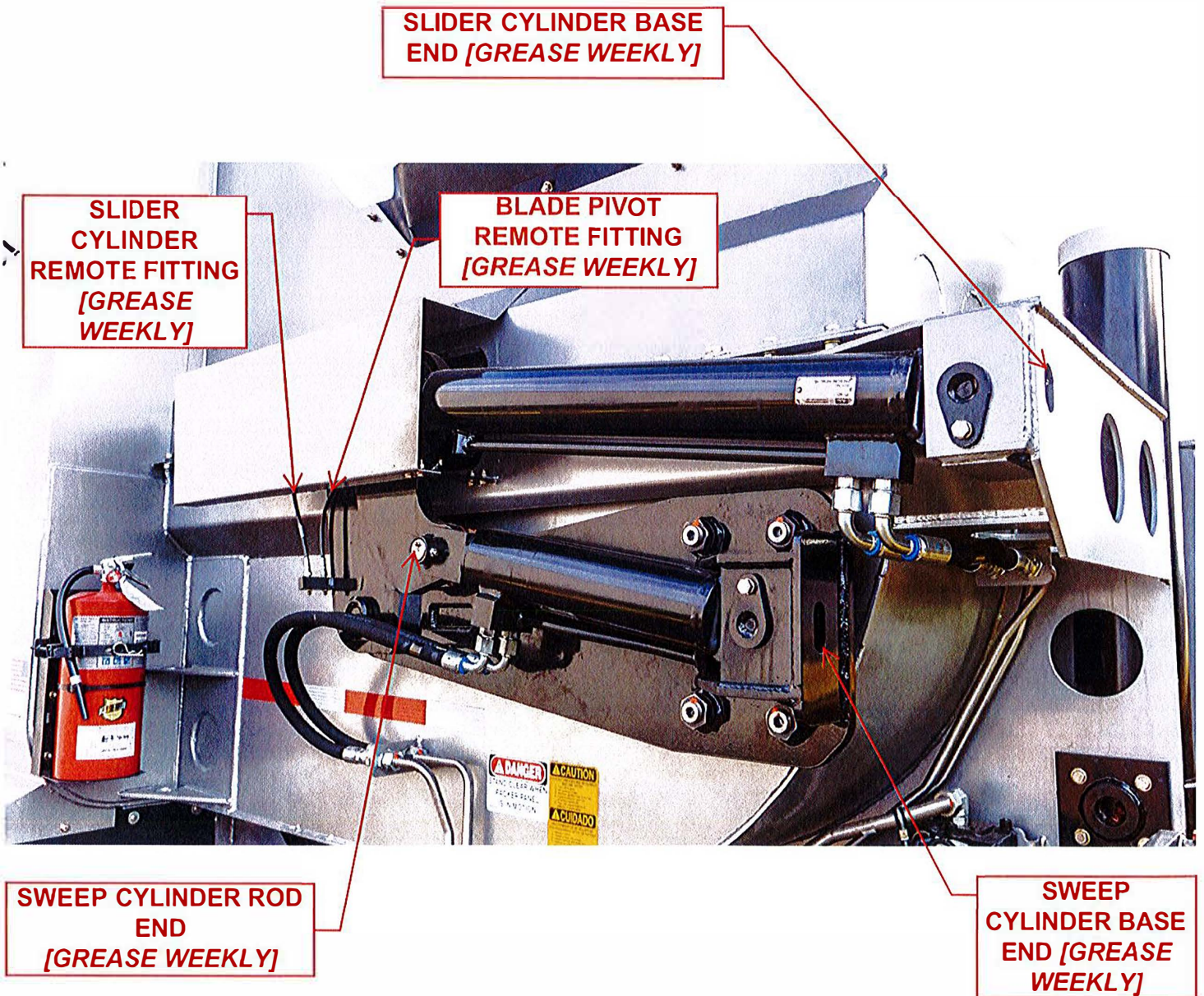


GREASE FITTING LOCATIONS (continued)

GENERAL OVERVIEW OF LOCATIONS

PLEASE PAY SPECIAL ATTENTION: THE MOST MISSED GREASE FITTINGS ARE BEHIND THE DUMP ARM (6 POINTS) AND ALSO THE BODY PIVOTS AT REAR.

CURBSIDE OF UNIT



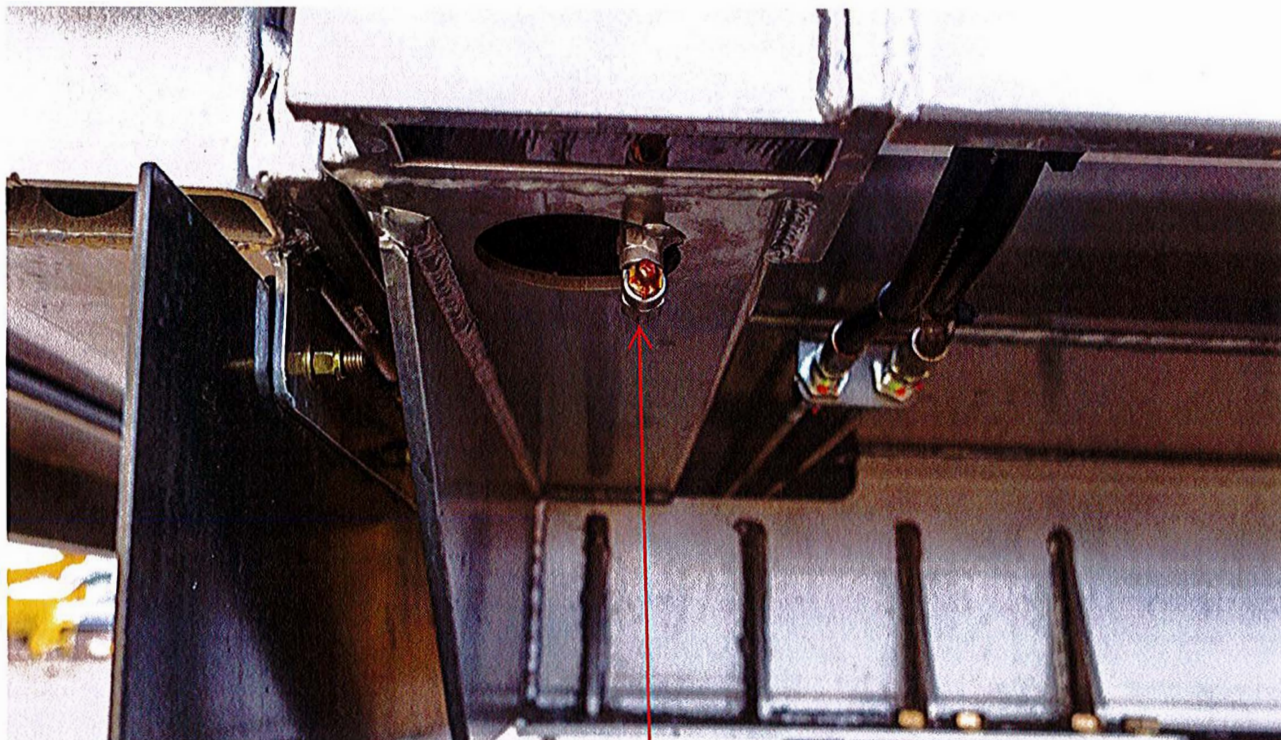


GREASE FITTING LOCATIONS (continued)

GENERAL OVERVIEW OF LOCATIONS

PLEASE PAY SPECIAL ATTENTION: THE MOST MISSED GREASE FITTINGS ARE BEHIND THE DUMP ARM (6 POINTS) AND ALSO THE BODY PIVOTS AT REAR.

CURBSIDE OF UNIT



**TAILGATE HINGE
REMOTE FITTING
[GREASE WEEKLY]**

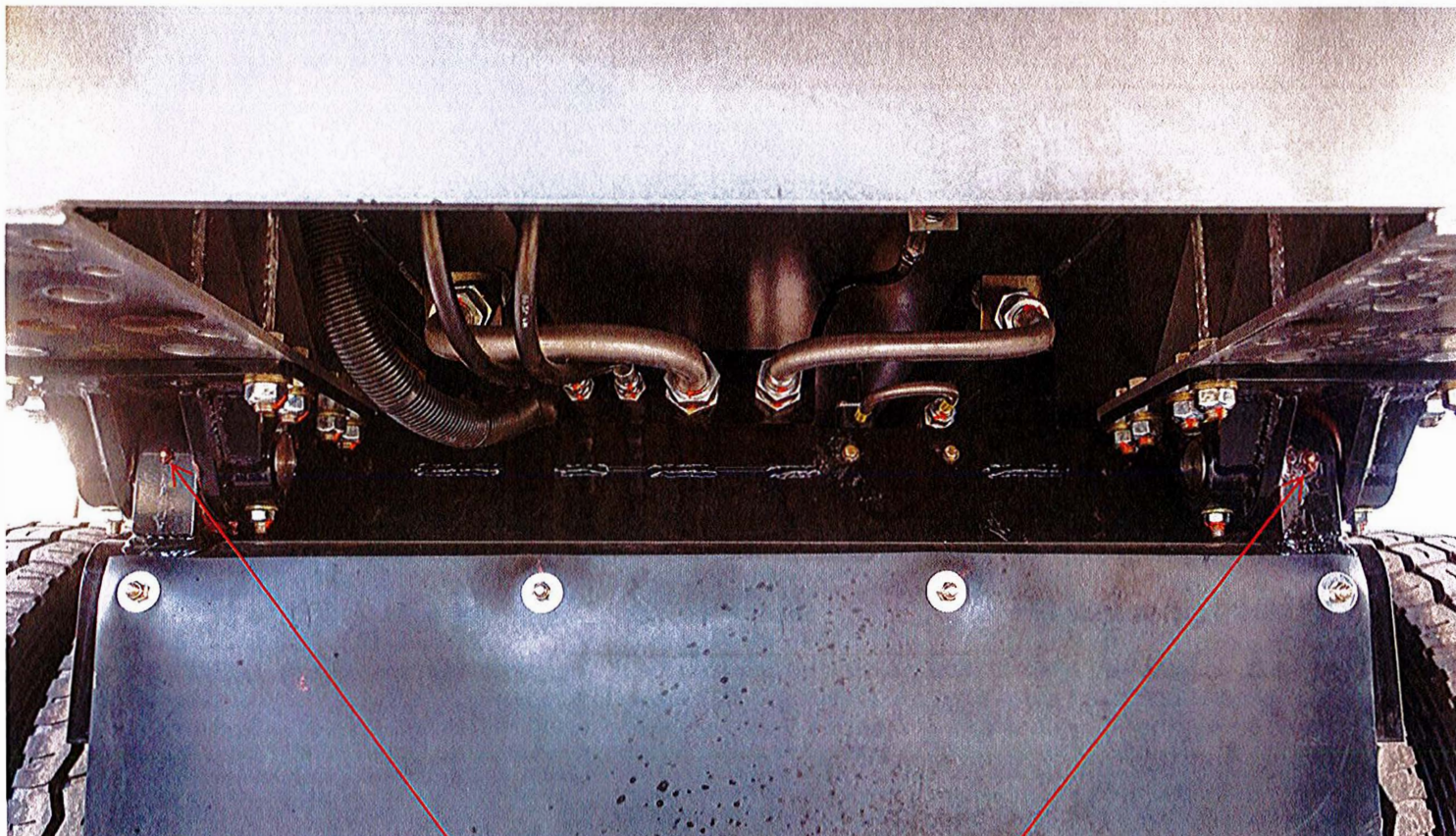


GREASE FITTING LOCATIONS (continued)

GENERAL OVERVIEW OF LOCATIONS

PLEASE PAY SPECIAL ATTENTION: THE MOST MISSED GREASE FITTINGS ARE BEHIND THE DUMP ARM (6 POINTS) AND ALSO THE BODY PIVOTS AT REAR.

UNDER REAR OF BODY



**BODY HINGE
[GREASE WEEKLY]**

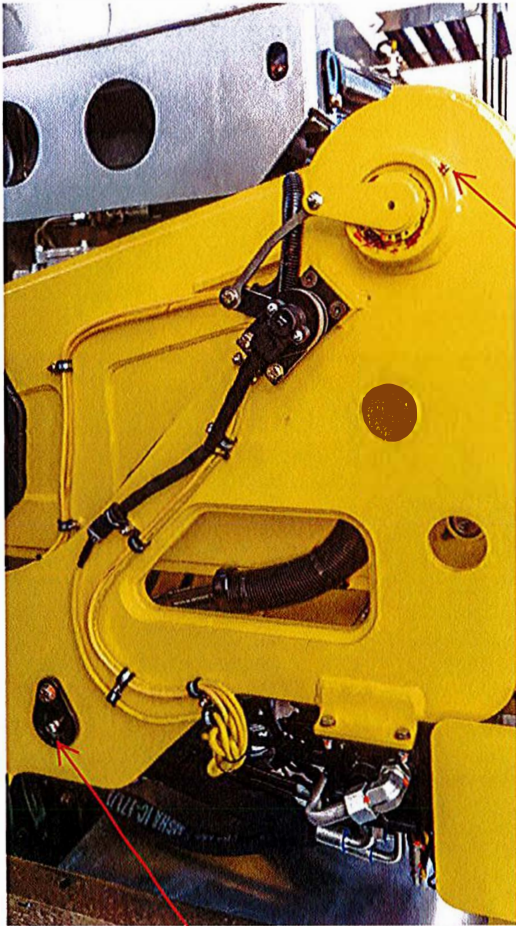


GREASE FITTING LOCATIONS (continued)

GENERAL OVERVIEW OF LOCATIONS

PLEASE PAY SPECIAL ATTENTION: THE MOST MISSED GREASE FITTINGS ARE BEHIND THE DUMP ARM (6 POINTS) AND ALSO THE BODY PIVOTS AT REAR.

STREETSIDE OF UNIT



**MAIN ARM PIVOT (FRONT)
[GREASE WEEKLY]**

**ARM LIFT CYLINDER BASE
END [GREASE WEEKLY]**

**MAIN ARM PIVOT (REAR)
[GREASE WEEKLY]**



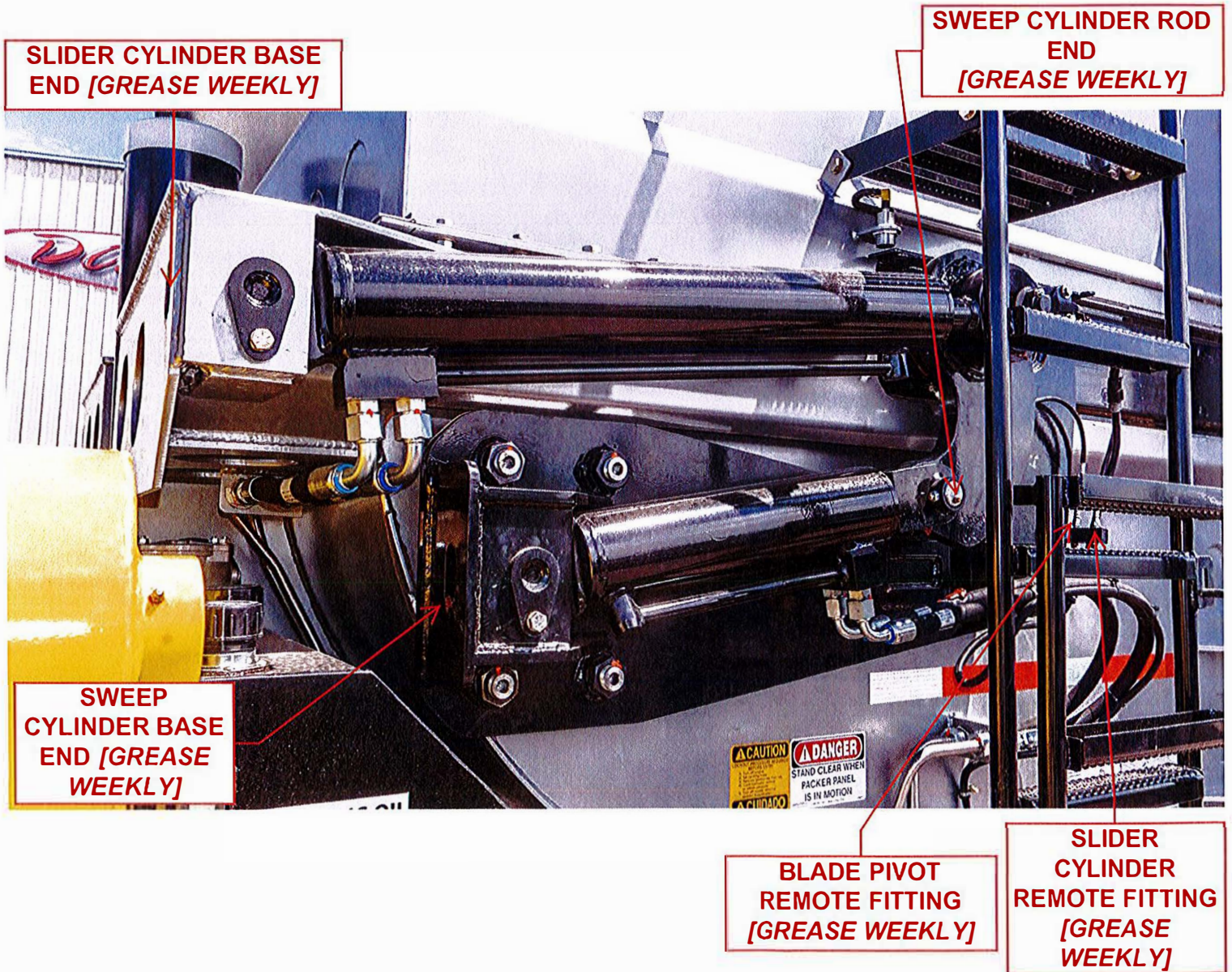


GREASE FITTING LOCATIONS (continued)

GENERAL OVERVIEW OF LOCATIONS

PLEASE PAY SPECIAL ATTENTION: THE MOST MISSED GREASE FITTINGS ARE BEHIND THE DUMP ARM (6 POINTS) AND ALSO THE BODY PIVOTS AT REAR.

STREETSIDE OF UNIT



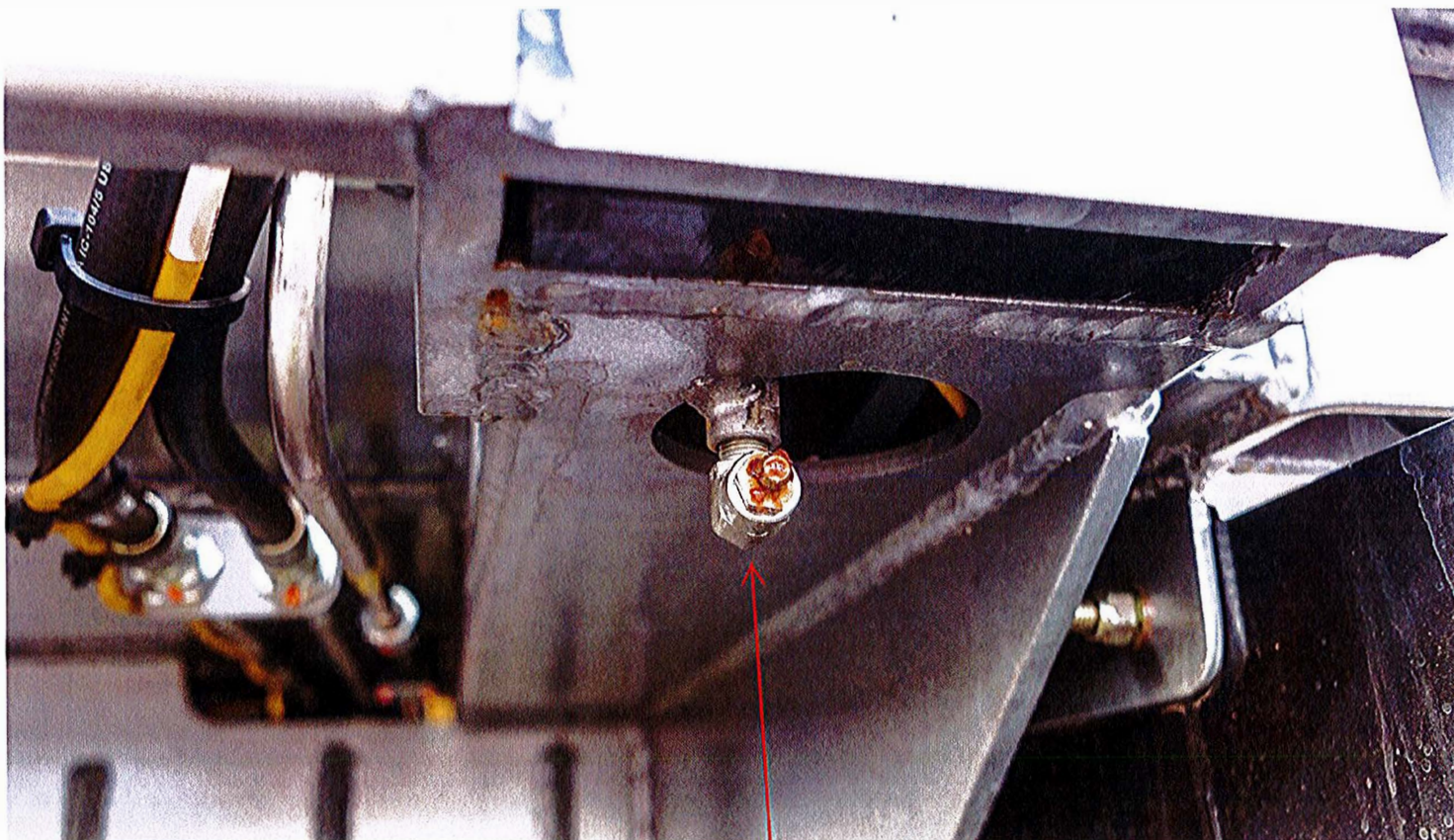


GREASE FITTING LOCATIONS (continued)

GENERAL OVERVIEW OF LOCATIONS

PLEASE PAY SPECIAL ATTENTION: THE MOST MISSED GREASE FITTINGS ARE BEHIND THE DUMP ARM (6 POINTS) AND ALSO THE BODY PIVOTS AT REAR.

STREETSIDE OF UNIT



**TAILGATE HINGE
REMOTE FITTING
[GREASE WEEKLY]**



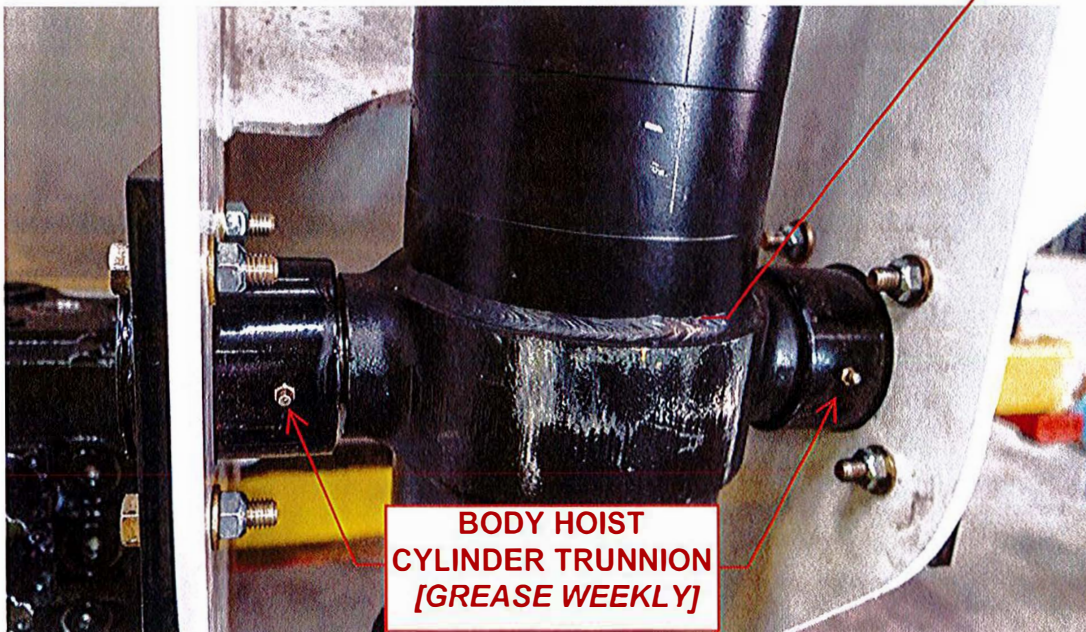
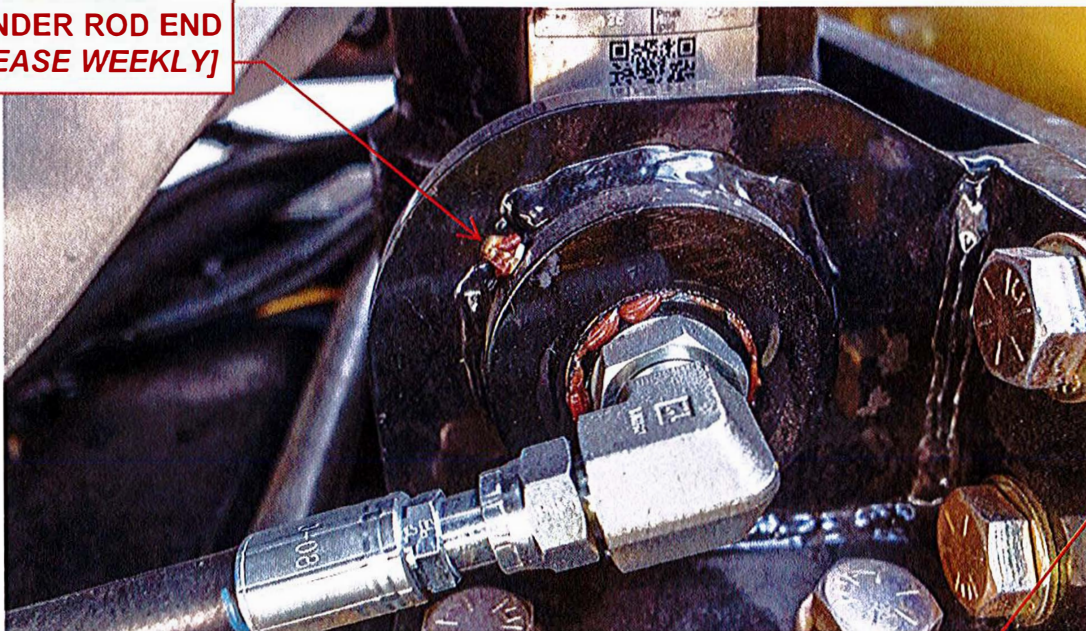
GREASE FITTING LOCATIONS (continued)

GENERAL OVERVIEW OF LOCATIONS

PLEASE PAY SPECIAL ATTENTION: THE MOST MISSED GREASE FITTINGS ARE BEHIND THE DUMP ARM (6 POINTS) AND ALSO THE BODY PIVOTS AT REAR.

FRONT OF BODY

**BODY HOIST
CYLINDER ROD END
[GREASE WEEKLY]**

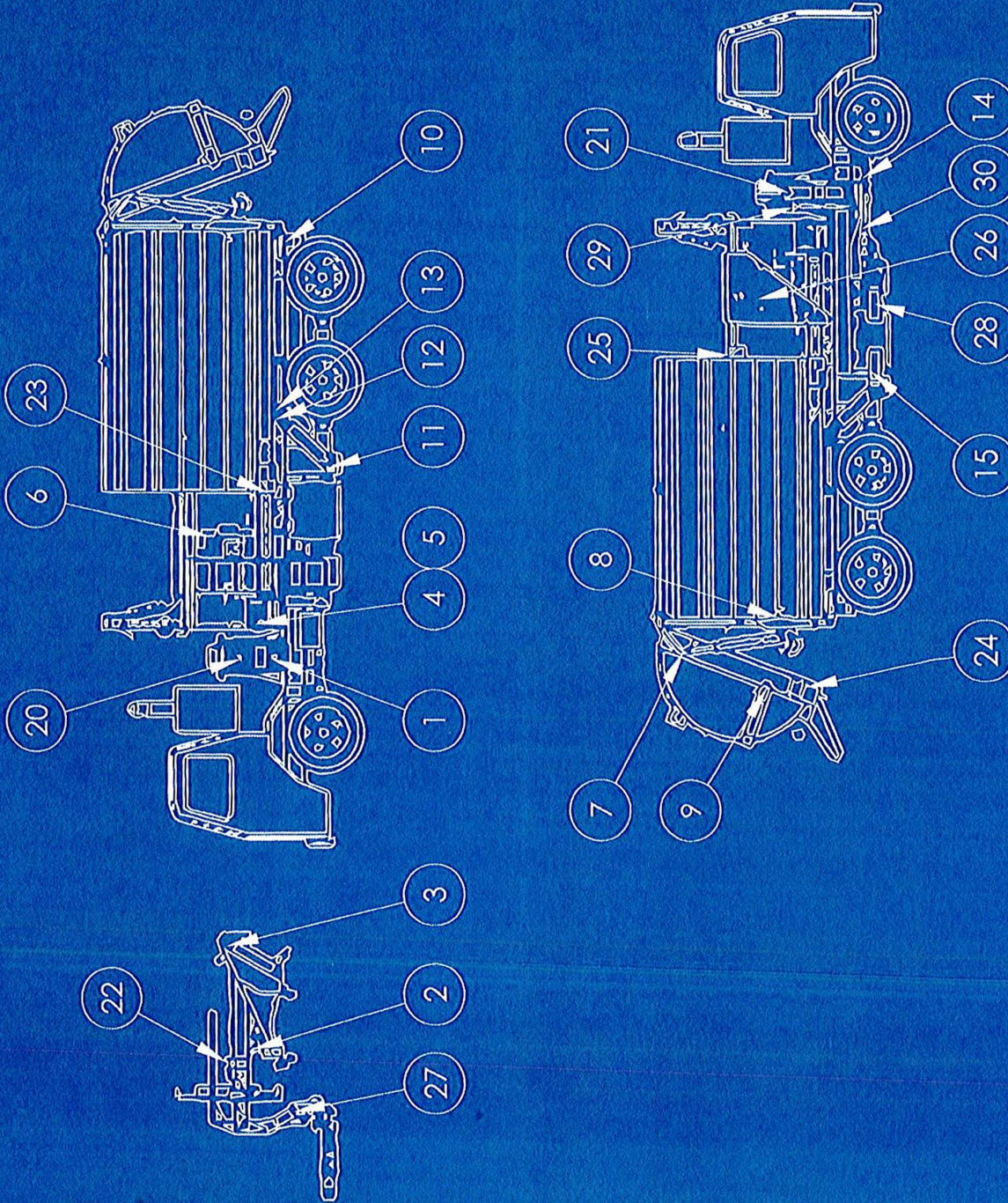


**BODY HOIST
CYLINDER TRUNNION
[GREASE WEEKLY]**

CURBTENDER POWERPAK LUBRICATION INSTRUCTIONS

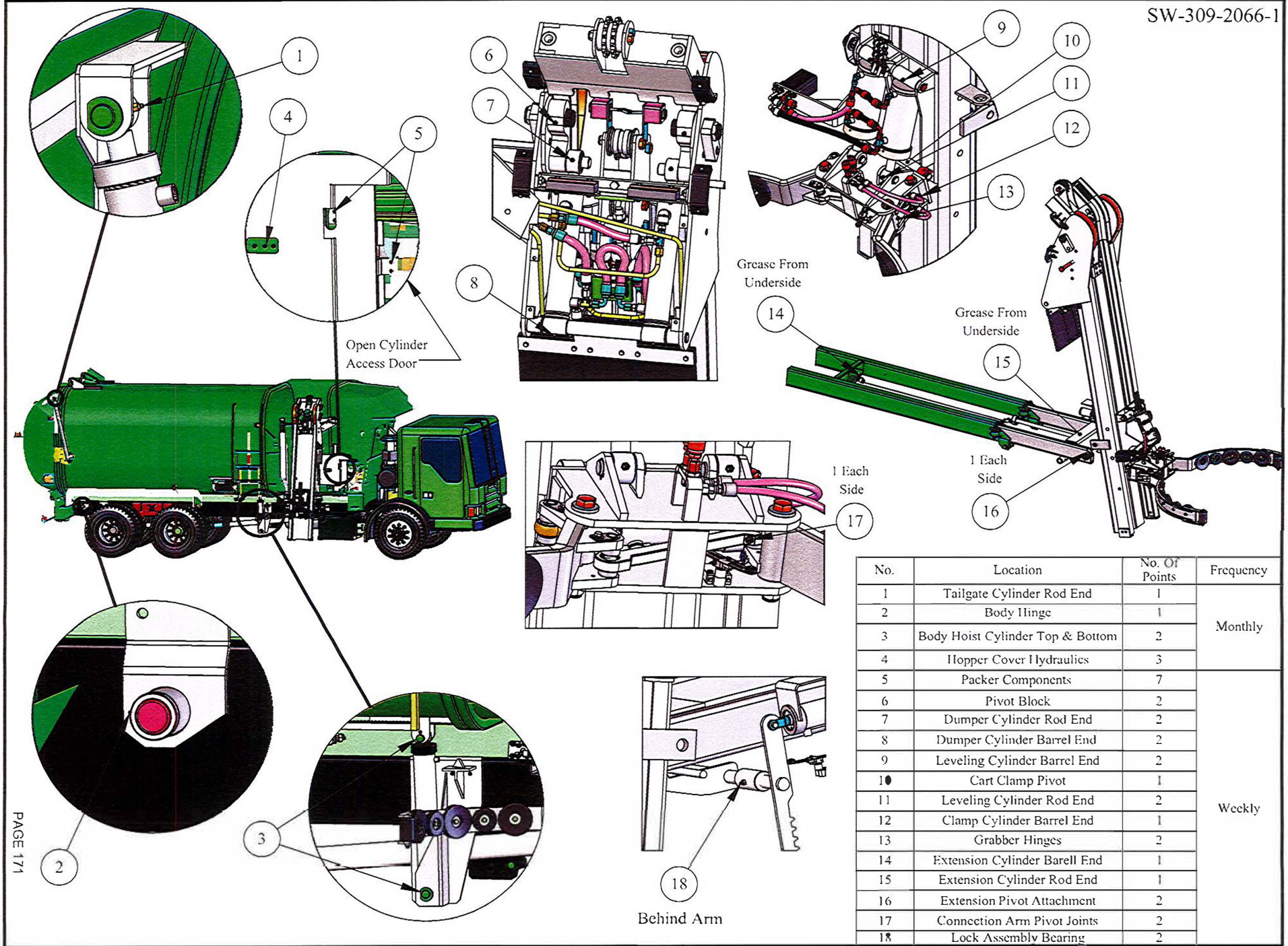
LUBRICATE AS SHOWN USING A QUALITY MULTI-SERVICE GREASE

- EVERY 40 HOURS**
- LIFT ARM**
- 1-ARM LIFT CYLINDER BASE END (3)
- 2-ARM LIFT CYLINDER ROD END
- 3-ARM PIVOT PIN (2)
- PACK PANEL**
- 4-PACK CYLINDER BASE END
- 5-PACK CYLINDER ROD END
- 6-COVER TO PACK PANEL PINS (2)
- TAILGATE**
- 7-TAILGATE CYLINDER ROD END (2)
- 8-TAILGATE LATCH HOOK (2)
- 9-TAILGATE LATCH ROLLER (2)
- TIP TO DUMP OR SERVICE HOIST**
- 10-REAR HINGE PINS (2)
- 11-BODY LIFT CYLINDER BASE END (2)
- 12-BODY LIFT CYLINDER ROD END (2)
- 13-BODY PROPS (2)
- PUMP DRIVE SHAFT**
- 14-FRONT U-JOINT, REAR U-JOINT, SLIP
- BELT GRIPPERS**
- 15-LEVER PIVOT (1) EACH GRIPPER
- LIFT ARM**
- 27-DUMP PIVOT (2)
- 28-GRIPPER PIVOTS (2)
- EVERY 160 HOURS**
- LIFT ARM**
- 20-IN/OUT CYLINDER BASE END
- 21-IN/OUT CYLINDER ROD END
- 22-ARM ROLLER TRUNION BLOCKS (4)
- 29-DUMP CYLINDER (2)
- 30-GRIP CYLINDER (2)
- PACK PANEL**
- 23-T-BAR RAIL, SWAB WITH GREASE
- TAILGATE**
- 24-SEAL SURFACE, SWAB WITH GREASE
- HOPPER COVER**
- 25-COVER HINGE BLOCKS (4)
- 26-COVER LINKAGE (2)



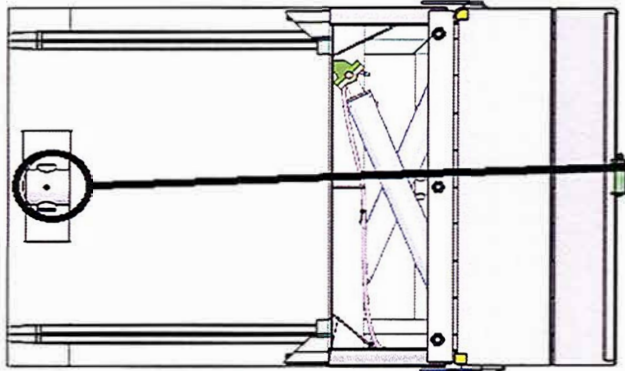
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pg. 1

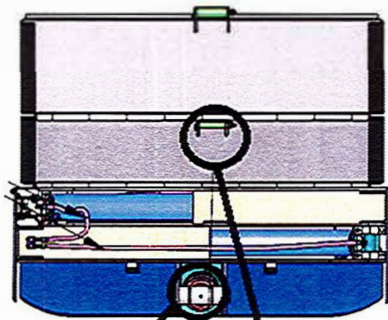
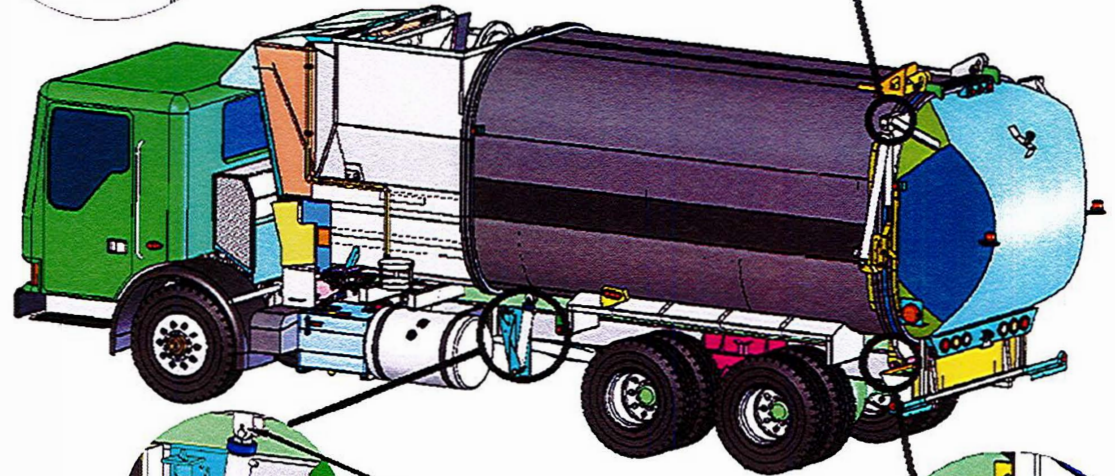
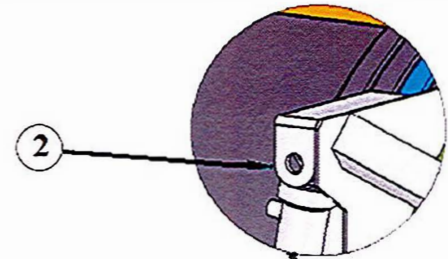
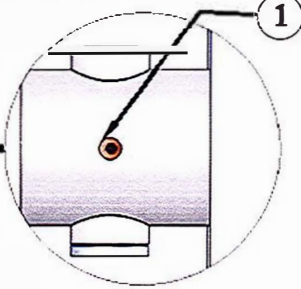


No.	Location	No. Of Points	Frequency
1	Tailgate Cylinder Rod End	1	Monthly
2	Body Hinge	1	
3	Body Hoist Cylinder Top & Bottom	2	
4	Hopper Cover Hydraulics	3	
5	Packer Components	7	
6	Pivot Block	2	Weekly
7	Dumper Cylinder Rod End	2	
8	Dumper Cylinder Barrel End	2	
9	Leveling Cylinder Barrel End	2	
10	Cart Clamp Pivot	1	
11	Leveling Cylinder Rod End	2	
12	Clamp Cylinder Barrel End	1	
13	Grabber Hinges	2	
14	Extension Cylinder Barrel End	1	
15	Extension Cylinder Rod End	1	
16	Extension Pivot Attachment	2	
17	Connection Arm Pivot Joints	2	
18	Lock Assembly Bearing	2	

(Access by removing plate on top of ejector blade)



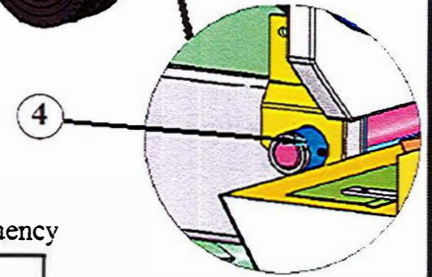
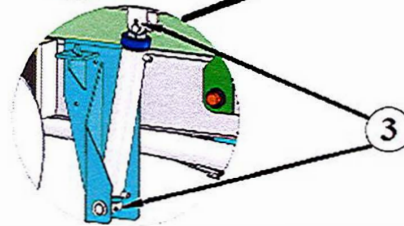
**Lower Packer
(Ejector Blade)**
(Access by entering body)



Follower Panel

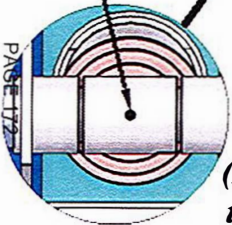
Upper Packer

*Lower Packer
(Ejector Blade)*



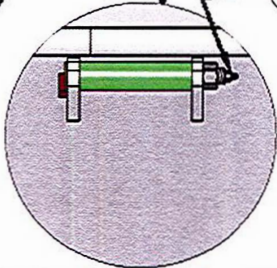
(Ejector Cylinder)

5



(Raise body slightly, and access through canopy door at front)

6



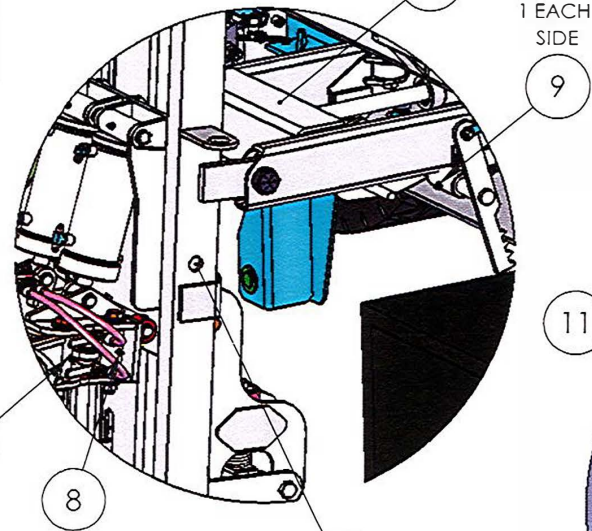
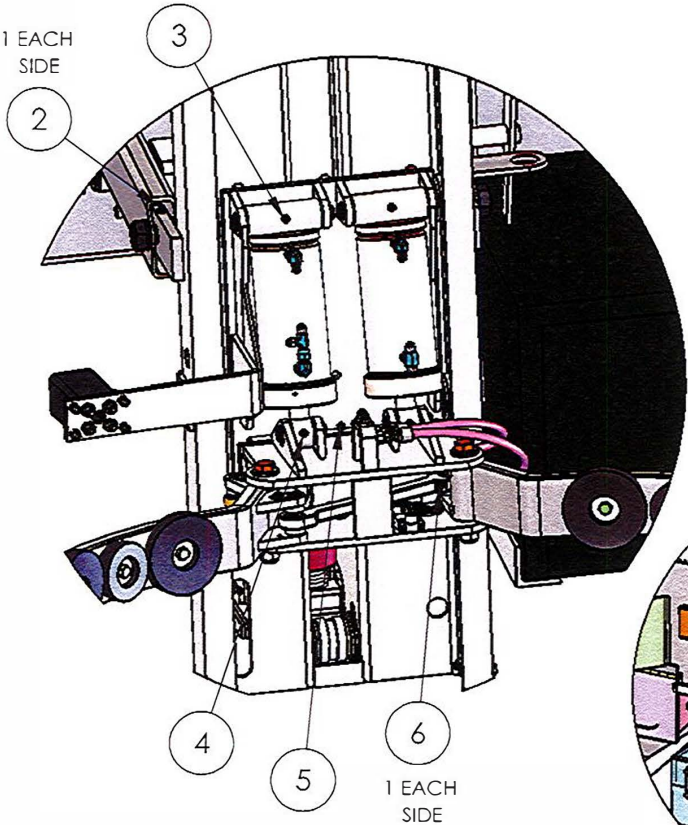
#		# of points	frequency
1	Ejector Cylinder - Rear Grease Point	1	Monthly
2	Top of Rod in Tailgate Cylinder	1	
3	Top + Bottom of Body Hoist	2	
4	Body Hinge	1	
5	Ejector Cylinder - Front Grease Point	1	
6	Mid-Roller on Follower Panel	1	

Item 3: Side Loading Refuse Trucks- Amrep, HX450ASL

NO.	LOCATION	NO. OF POINTS	FREQUENCY
1	PACKER COMPONENTS	4	WEEKLY
2	EXTENSION PIVOT ATTACHMENT	2	
3	LEVELING CYL. BARREL END	2	
4	LEVELING CYL. ROD END	2	
5	CART CLAMP PIVOT	1	
6	CONNECTION ARM PIVOT POINTS	2	
7	GRABBER HINGES	2	
8	CLAMP CYL. BARREL END	1	
9	LOCK ASSEMBLY BEARING	2	
10	CART CLAMP ROLLERS	4	
11	SLOW DOWN CONTROL CAM	1	
12	EXTENSION CYL. ROD END	1	
13	EXTENSION CYL. BARREL END	1	

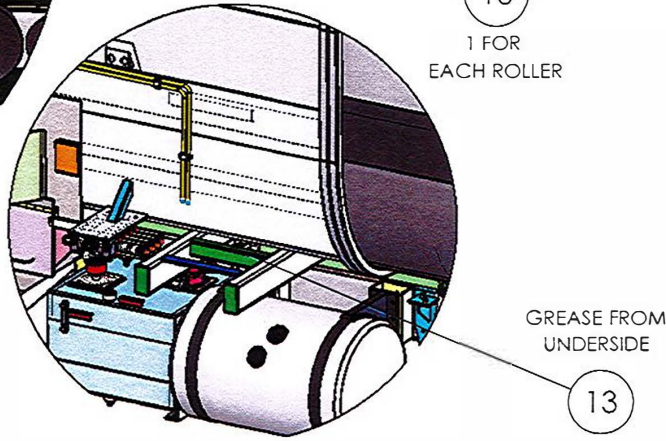
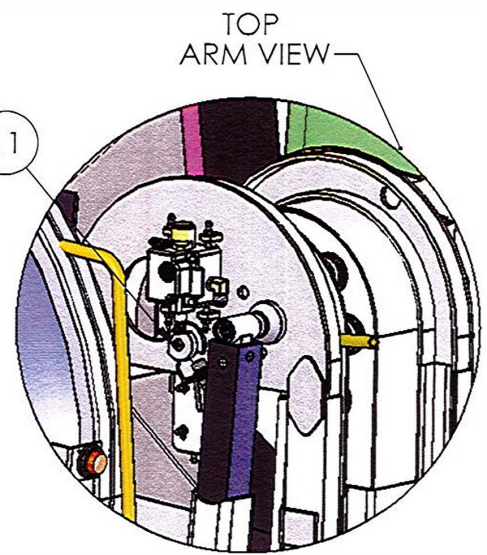


GREASE FROM UNDERSIDE



1 EACH SIDE

1 FOR EACH ROLLER



GREASE FROM UNDERSIDE

Rapid Rail®

BODY LUBRICATION GUIDE

Clean fittings before applying grease and always pump enough grease into joint to remove the old grease. Wipe off excess grease. Lubricate moveable mechanical parts without fittings every 60 days with non-detergent engine oil.

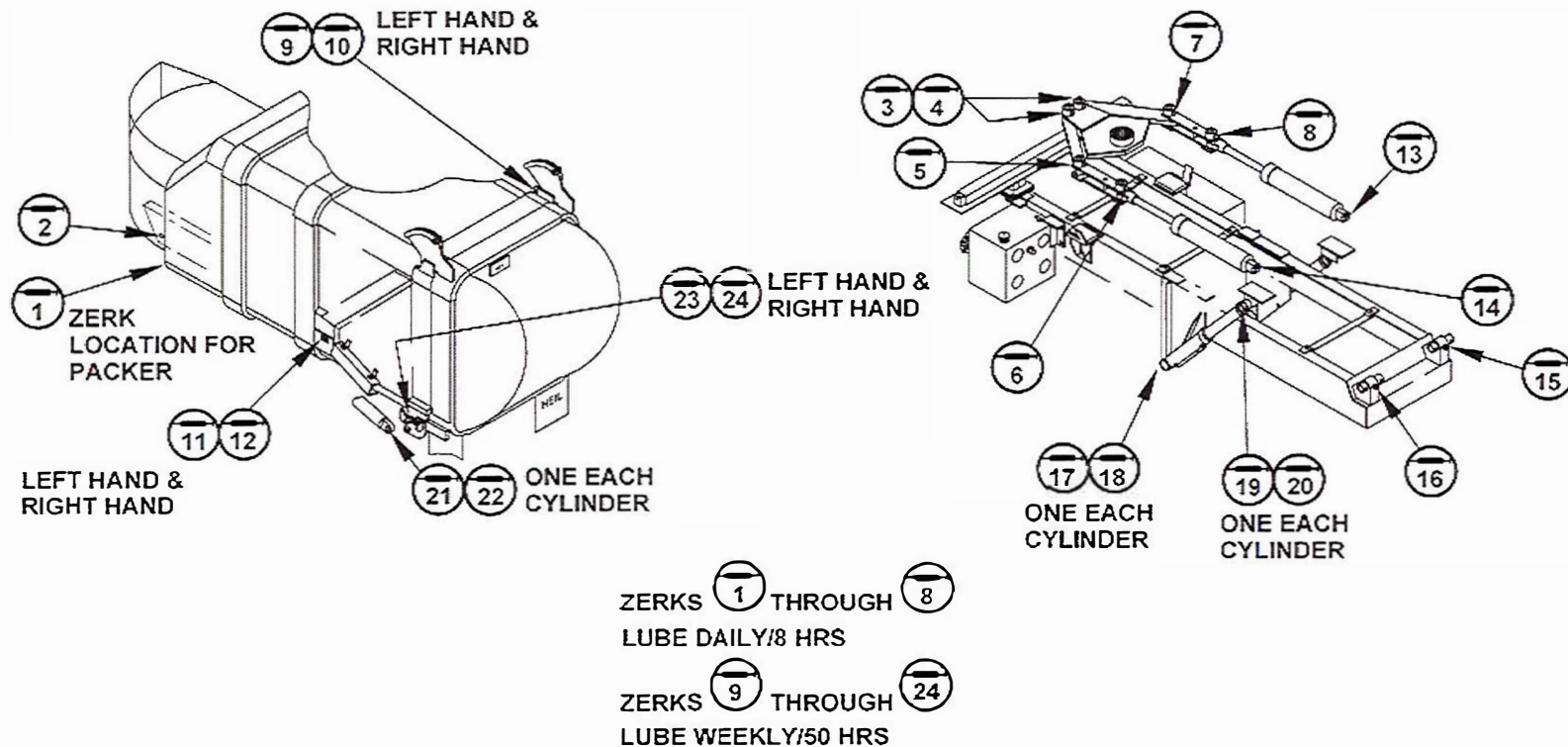


Figure 64. Body Lubrication Guide

Rapid Rail®

LIFT LUBRICATION GUIDE

Clean fittings before applying grease and always pump enough grease into joint to remove the old grease. Wipe off excess grease. Lubricate moveable mechanical parts without fittings every 60 days with non-detergent engine oil.

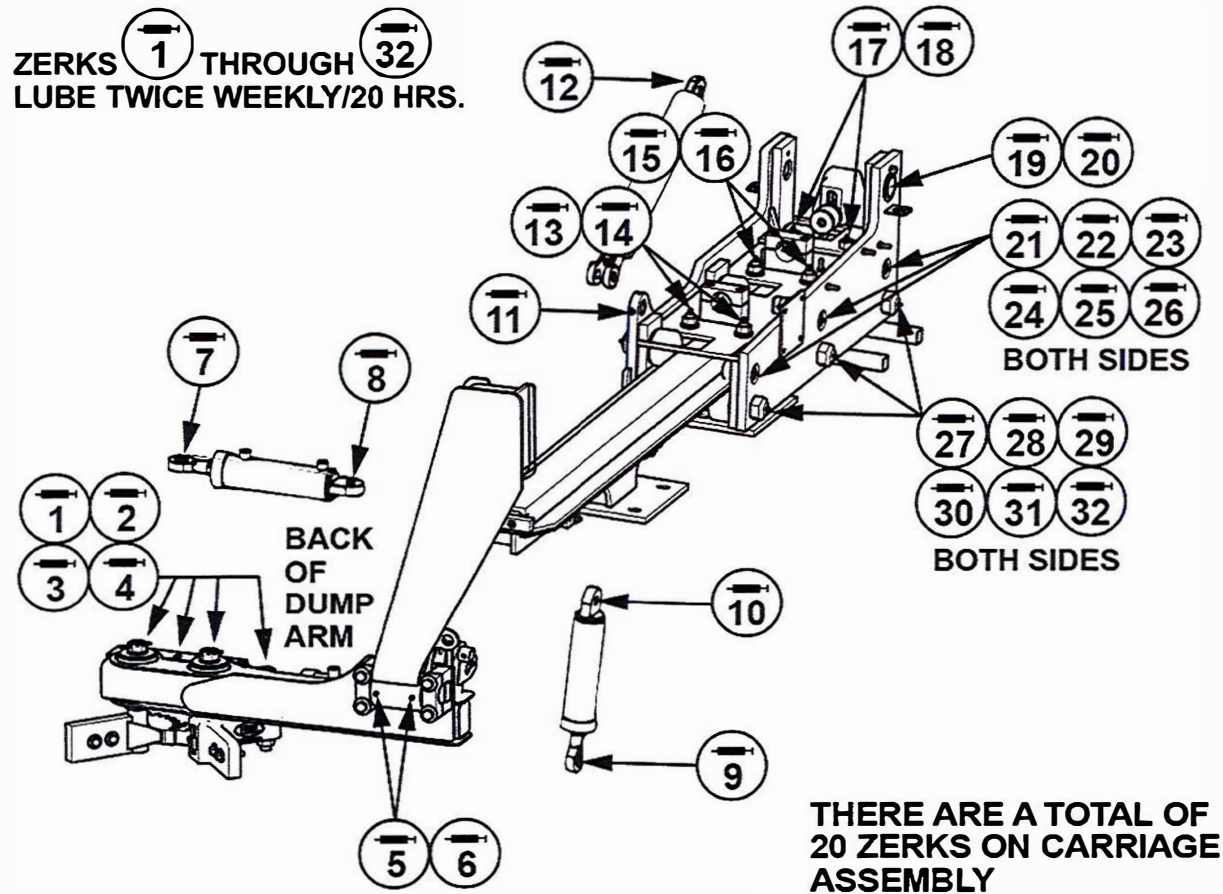
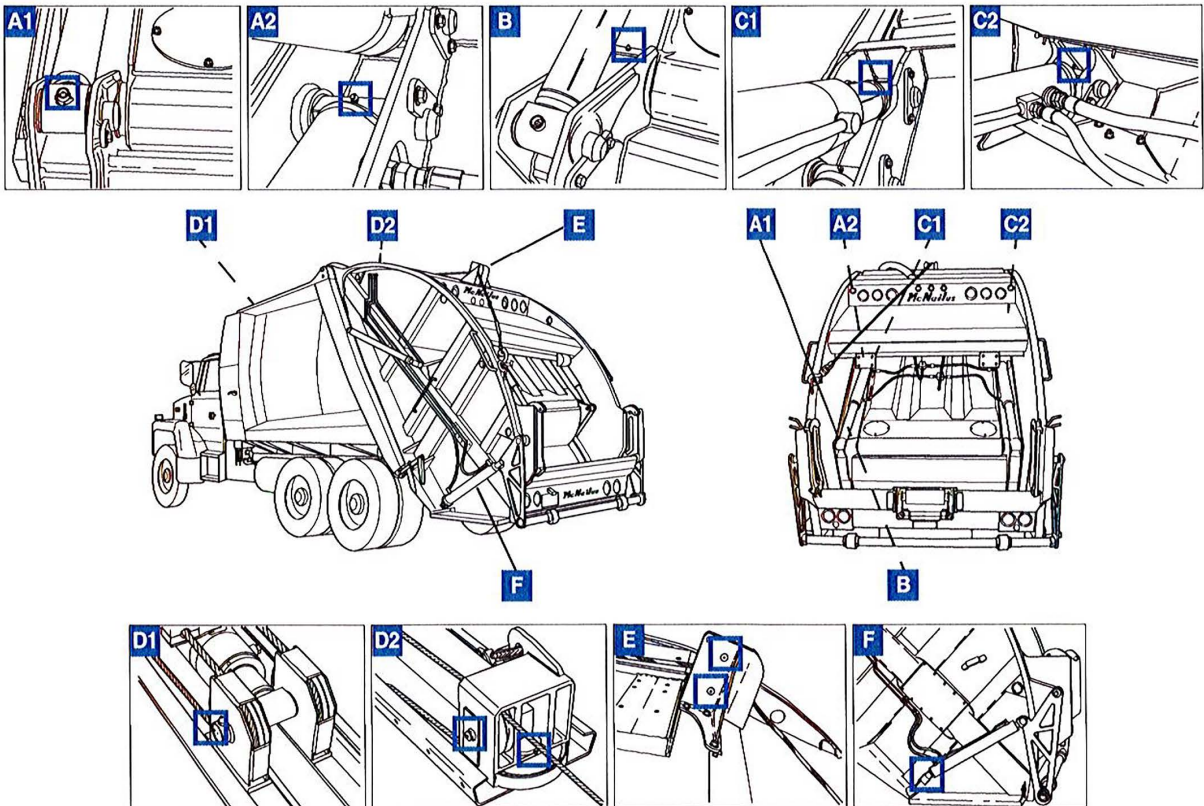


Figure 65. Lift Lubrication Guide

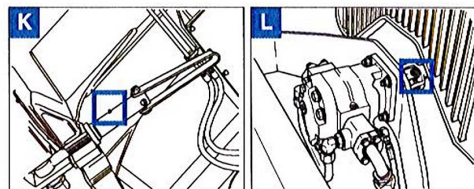
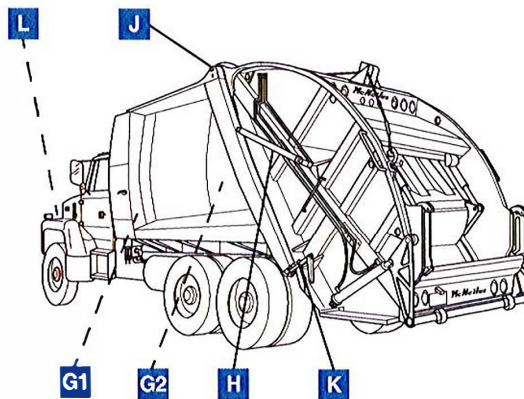
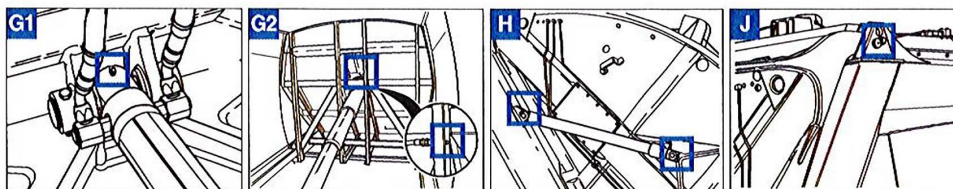
Preventive Maintenance - Packer

Daily Lubrication Points			Lubricate Daily or Every 10 Hours
Ref.	Description	No. of Fittings	Comments
A1	Sweep Cylinder - Rod End	2	Two Cylinders - One Per Side
A2	Sweep Cylinder - Base End	2	Two Cylinders - One Per Side
B	Sweep Panel Pivot Pins	2	Two Pivot Pins - One Per Side
C1	Slide Cylinder - Rod End	2	Two Cylinders - One Per Side
C2	Slide Cylinder - Base End	2	Two Cylinders - One Per Side
D1	Reeving Cable Cylinder Rod End Pulleys - Front (OPTIONAL)	2	Two Pulleys - One Per Side
D2	Reeving Cable Cylinder Base End Pulleys - Rear (OPTIONAL)	2	Two Pulleys - One Horizontal, One Vertical
E	Reeving Cable Guide Pulleys (OPTIONAL)	2	Two Pulleys
F	Tipper Cylinder - Base End (OPTIONAL)	2	Two Cylinders - One Per Side



Preventive Maintenance - Packer

Scheduled PM Lubrication Points			Lubricate Every 3 Weeks or 150 Hours
Ref.	Description	No. of Fittings	Comments
G1	Ejector Cylinder - Rod End	1	
G2	Ejector Cylinder - Base End	1	
H	Tailgate Cylinder - Base End	2	Two Cylinders - One Per Side
H	Tailgate Cylinder - Rod End	2	Two Cylinders - One Per Side
J	Tailgate Hinge Pin	2	Two Hinge Pins - One Per Side
K	Turnbuckle	2	Two Turnbuckles - One Per Side
L	PTO Shaft U-Joints and Slip Yoke	3	Two U-Joints - One Shaft



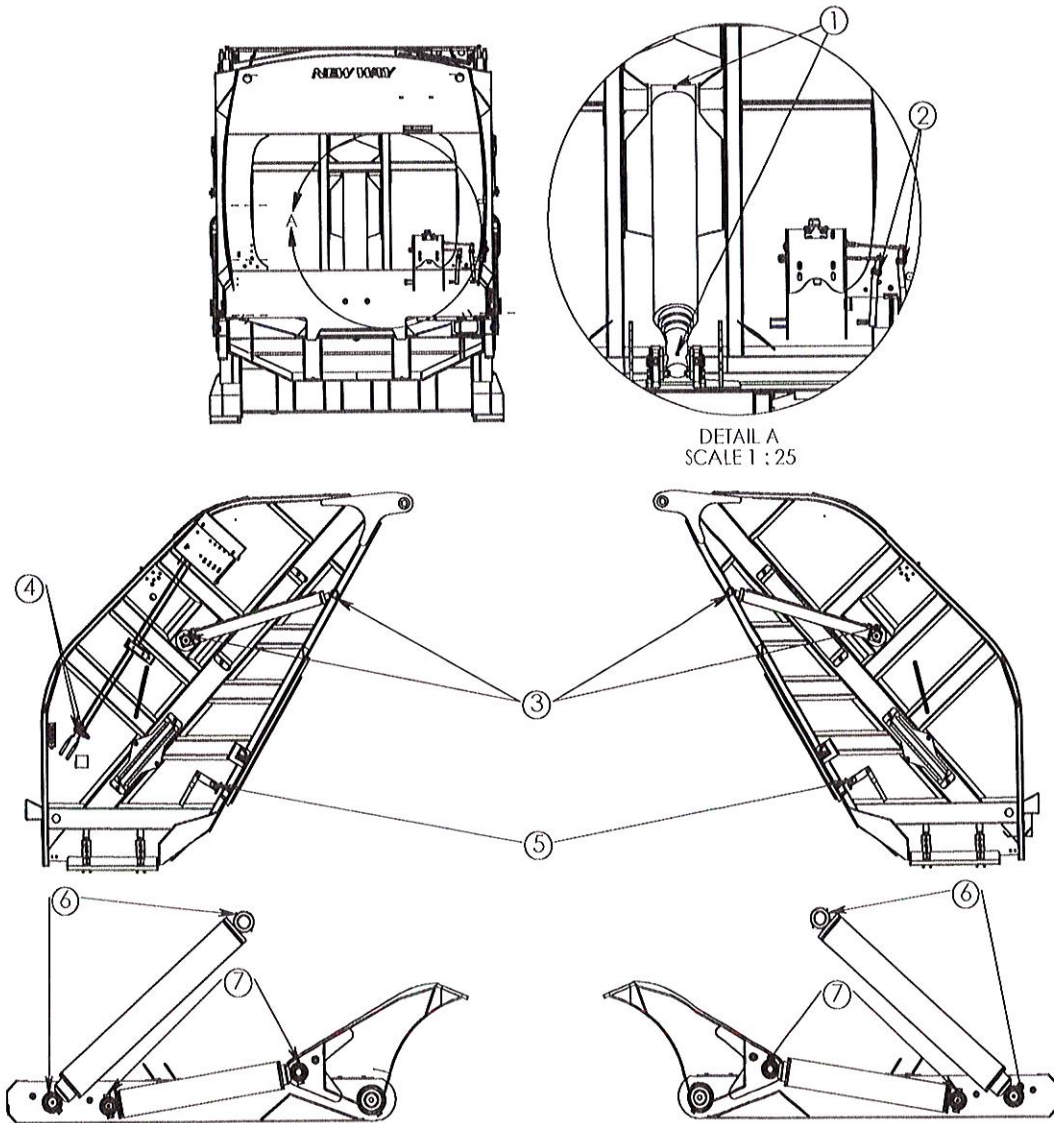


DRIVING THE DIFFERENCE

KING COBRA/COBRA MAGNUM OPERATORS MANUAL

SAFETY PRECAUTIONS

NO.	QTY.	LOCATION	FREQUENCY	LUBRICATION CHART KING COBRA/COBRA MAGNUM USE LITHIUM BASED NLGI No.2, GC-LB GREASE
1	2	EJECTION PANEL CYL	WEEKLY	
2	2	FRONT CTRL HANDLE	WEEKLY	
3	4	TAILGATE LIFT CYL	WEEKLY	
4	2	TAILGATE CTRL HANDLE	WEEKLY	
5	2	TURNBUCKLES	WEEKLY	
6	4	SLIDE CYL	WEEKLY	
7	4	SWEEP CYL	WEEKLY	



132647

IMPORTANT :

- Avoid fuel spills and overfilling the fuel tank.
- Every time after operation is over, fill the fuel tank fully and be sure to replace the cap and lock the cover.

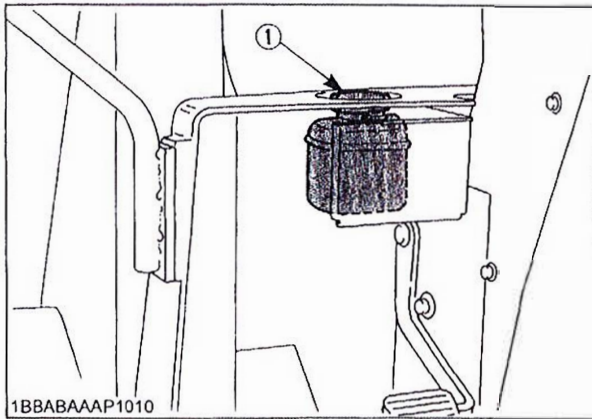
■ Checking and Replenishment of Oil in the Brake Fluid Reservoir

! WARNING

To avoid personal injury or death:

- Only use hydraulic oil that meets ISO VG 32.
Use of incorrect oil will cause damage of brake parts and potential brake failure.

Check the brake oil level. The level must be between the upper and lower marks on the brake fluid reservoir.



(1) Brake fluid reservoir

IMPORTANT :

- If oil is used up sooner than expected, check the brake lines for oil leaks.

■ Grease Fittings

! DANGER

To avoid serious personal injury or death:

- Keep clear of articulation joint in area of service.

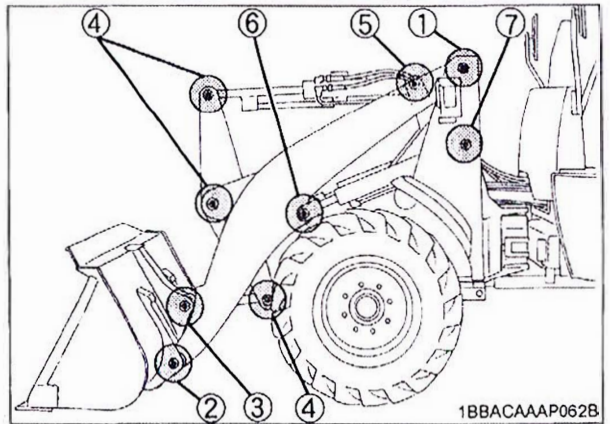
! WARNING

To avoid personal injury or death:

- Before greasing, always stop the engine, set the parking brake switch to the parking position, lower the bucket and attachment to the ground, release the hydraulic pressure in the hydraulic system by operating control levers. Lock all control levers in neutral, and remove the key.
- Always remove the bucket and attachment and use the lift arm support when servicing the machine with the loader lift arms raised.

◆ Greasing bucket section

Apply grease to the nipples indicated by the arrows in the illustration.

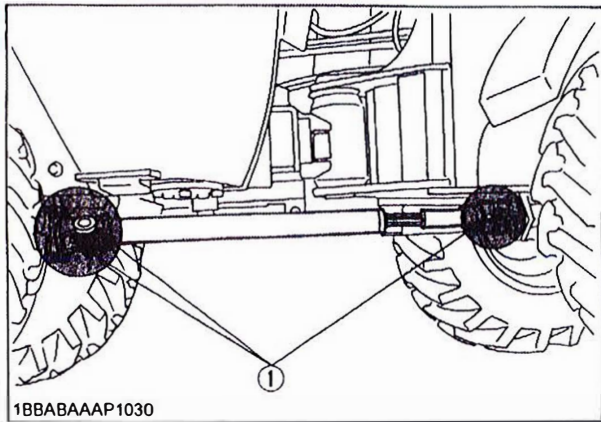


- (1) Lift arm attachment pin (2 places)
- (2) Quick coupler attachment pin (2 places)
- (3) Tilt link pin (1 place)
- (4) Tilt arm pin (3 places)
- (5) Tilt cylinder bottom pin (1 place)
- (6) Lift cylinder rod pin (2 places)
- (7) Lift cylinder bottom pin (2 places)

46 PERIODIC SERVICE

◆ Greasing the universal joint

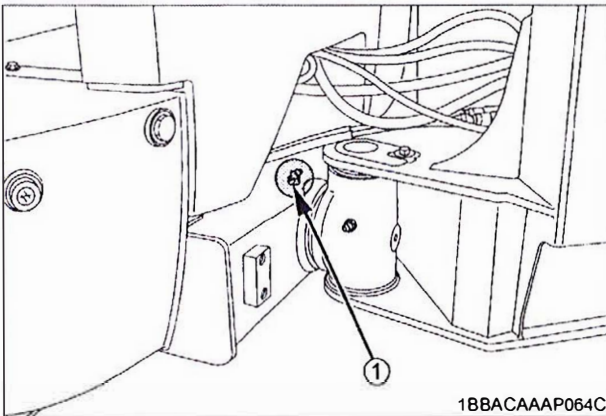
Apply grease to the universal joint at three grease nipples.



(1) Grease nipples

◆ Greasing the oscillation pin

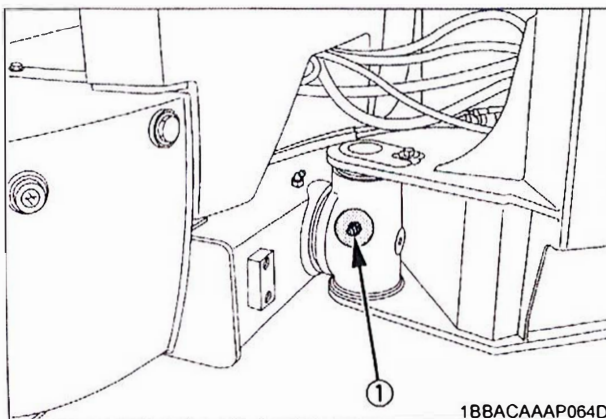
Apply grease to the oscillation pin at one grease nipple.



(1) Grease nipple

◆ Greasing the articulate shaft

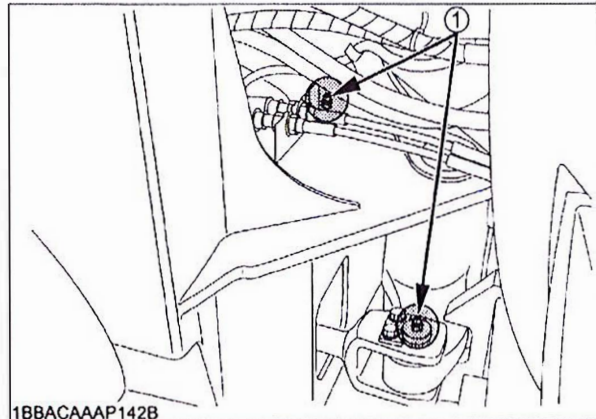
Apply grease to the articulate shaft at one grease nipple.



(1) Grease nipple

◆ Greasing the steering cylinder pin

Apply grease to the steering cylinder pin at two grease nipples, one on the rod side and the other on the bottom side.



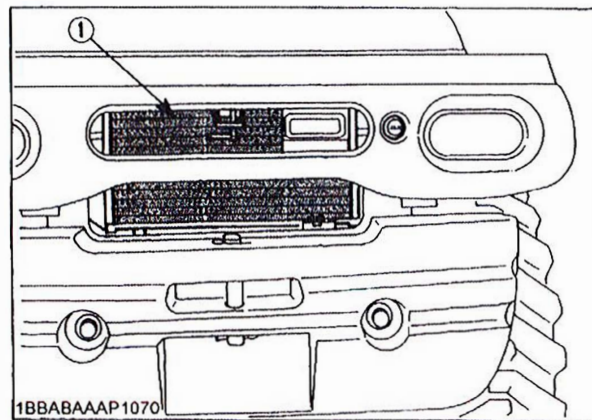
(1) Grease nipples

■ Checking Tire Pressure, Wear and Damage and Bolts

Refer to the section on "Tire" for checking.

■ Checking and Cleaning the Radiator and Oil Cooler Fins

1. Open the engine cover.
2. Check the fins for clogging. If clogged, they should be cleaned out with a jet of compressed air or steam.
3. Check the rubber hose for damage. If broken or cracked, change it. Also, check to see that the hose clamp are tight.



(1) Radiator grill

150 **SERVICING AND INSPECTION****10.3 Lubrication schedule**

Lubricate all the points of lubrication daily with water-resistant multi-purpose grease. Lubricate all other moving parts such as the handbrake lever, foot pedals, cables, etc. using the oil can.

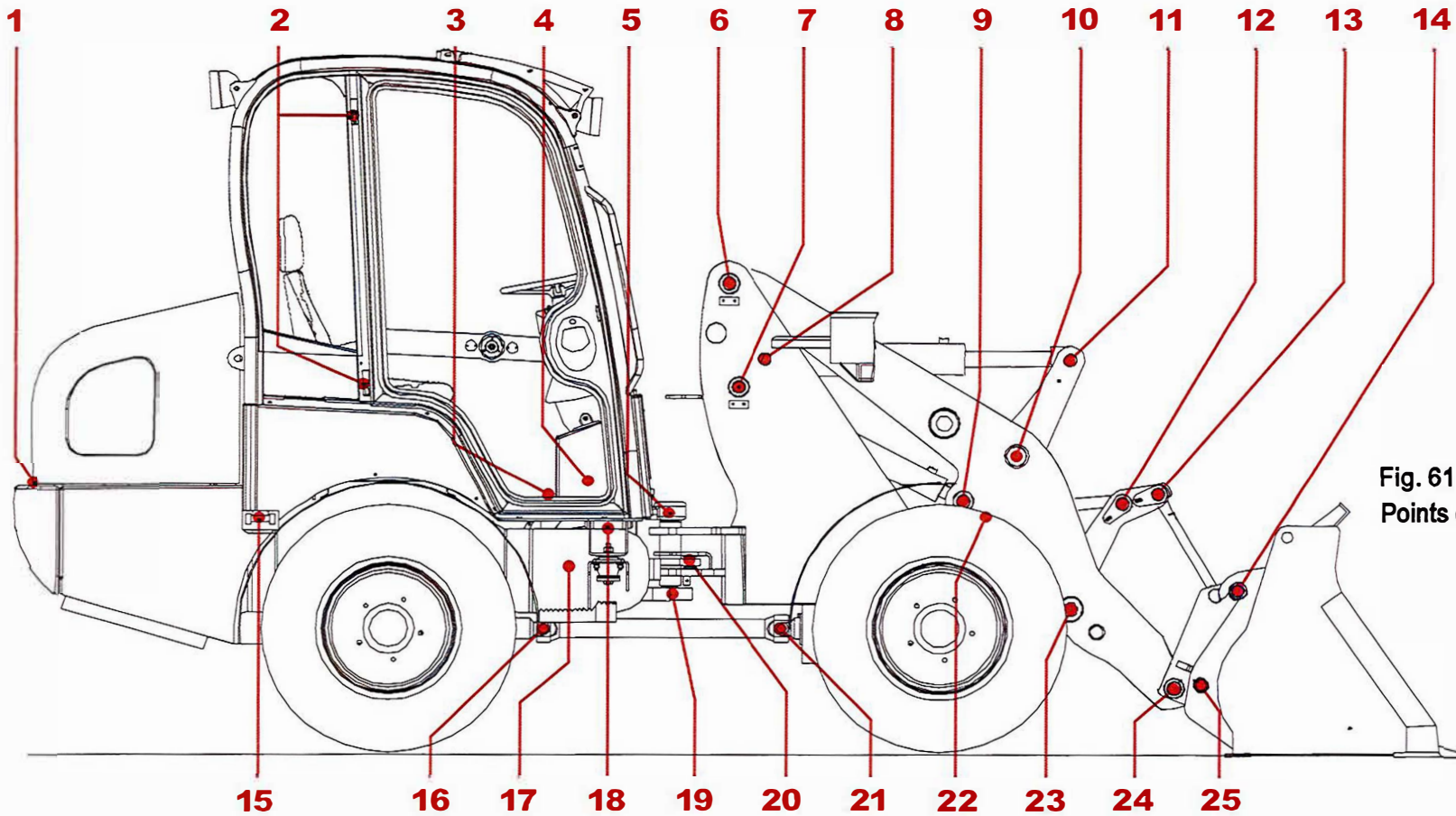


Fig. 61
Points of lubrication

Item	Point of lubrication	Nipples	Item	Point of lubrication	Nipples
1	Engine enclosure hinges	[2]	13	Small tie rod, rear	[1]
2	Door hinges	[4]	14	Small tie rod, front	[1]
3	Brake pedal bearing (in the cab)	[1]	15	Cab tilting hinge, rear	[1]
	Brake lever bearing (under the cab)	[1]	16	Drive shaft, rear	[1]
4	Accelerator (in the cab)	[1]	17	Steering cylinder, rear (remote lubrication)	[1]
5	Center pivot bearing, top	[2]	18	Cab tilting hinge, front	[1]
6	Arm, top	[2]	19	Center pivot bearing, bottom	[1]
7	Lifting cylinder, rear	[2]	20	Steering cylinder, front	[1]
8	Tipping cylinder, rear	[1]	21	Drive shaft, front	[1]
9	Lifting cylinder, front	[2]	22	Large tie rod, rear	[1]
10	Bearing for large reversing lever	[1]	23	Bearing for small reversing lever	[1]
11	Tipping cylinder, front	[1]	24	Pivot point of tool attachment	[2]
12	Large tie rod, front	[1]	25	Tool locking bolts	[2]



1.3 Lubrication plan

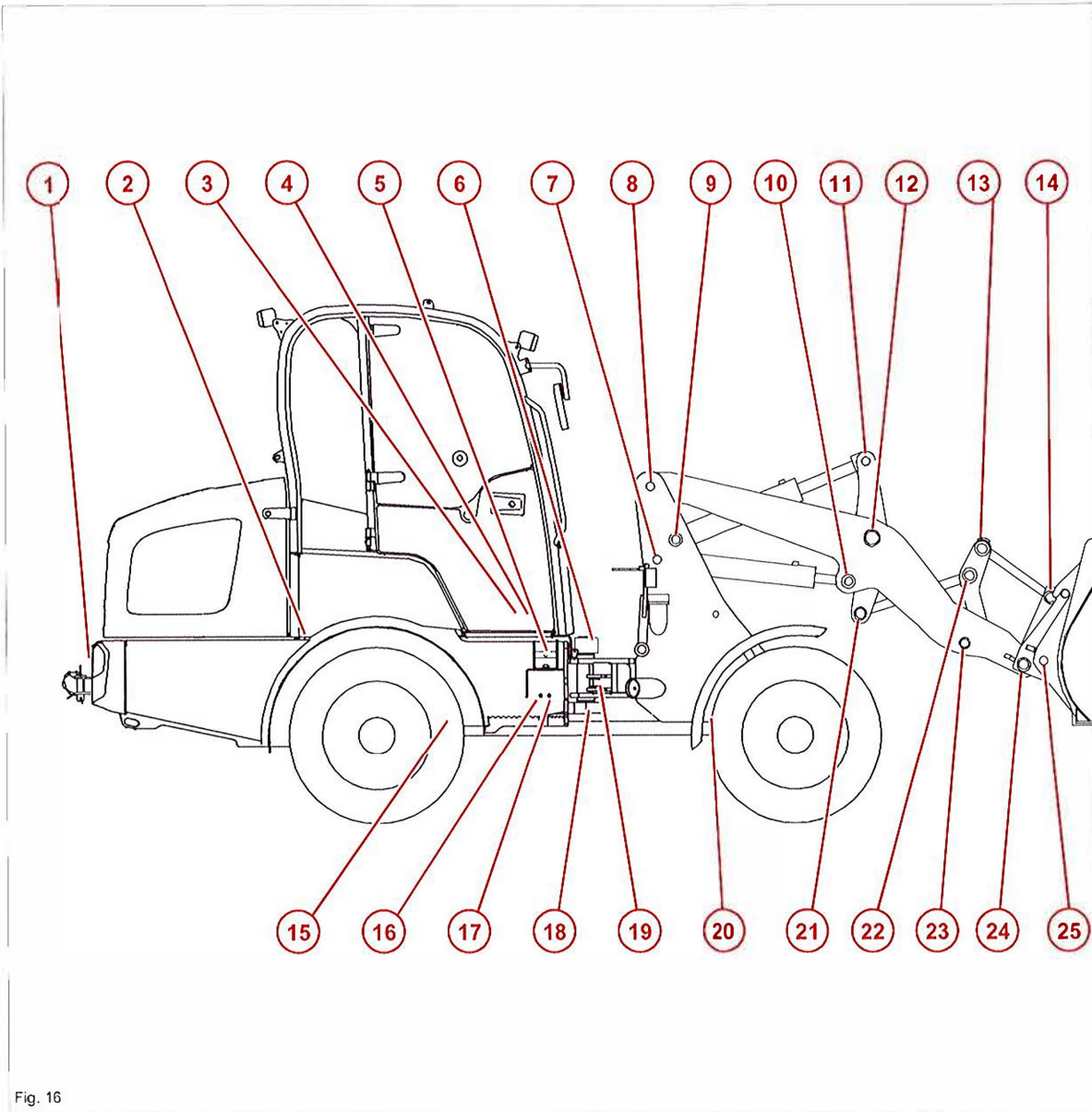


Fig. 16

1 Maintenance

Maintenance


**WACKER
NEUSON**

Pos.	Lubrication point	Number of zerks
1	Automatic trailer coupling (option)	[1]
2	Rear cabin tilt hinge	[1]
3	Brake pedal bearing (in cabin) Brake lever bearing (below cabin)	[1] [1]
4	Accelerator pedal (in cabin)	[1]
5	Front cabin tilt hinge	[1]
6	Upper center-joint bearing	[1]
7	Rear lift cylinder	[2]
8	Loader unit bearing	[2]
9	Rear tilt cylinder	[1]
10	Front lift cylinder	[2]
11	Front tilt cylinder	[1]
12	Bearing of large reversing lever	[1]
13	Small rear traction bar	[1]
14	Small front traction bar	[1]
15	Rear cardan shaft	[1]
16	Upper center-joint bearing (remote lubrication in the access)	[1]
17	Rear steering cylinder (remote lubrication in the access)	[1]
18	Lower center-joint bearing	[1]
19	Front steering cylinder	[1]
20	Front cardan shaft	[1]
21	Large rear traction bar	[1]
22	Large front traction bar	[1]
23	Bearing of small reversing lever	[1]
24	Pivot point of quickhitch	[2]
25	Pin for hydraulic locking of attachments	[2]

Lubricate all lubrication points every 20 operating hours with water resistant multipurpose grease! Lubricate all other moving parts such as the parking-brake lever, pedals, Bowden cables, etc. with an oil can!
See *Lubrication work on page 1-22* for more lubrication information.

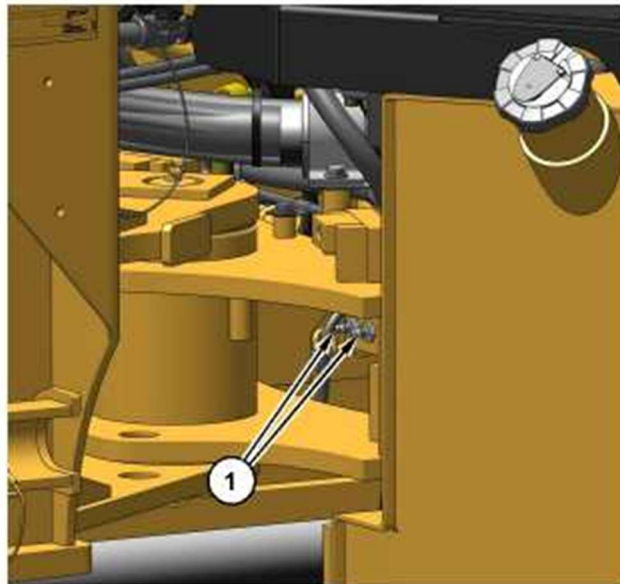
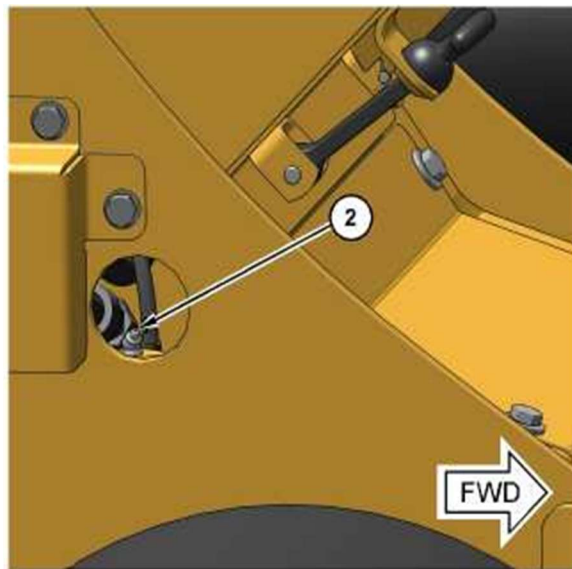
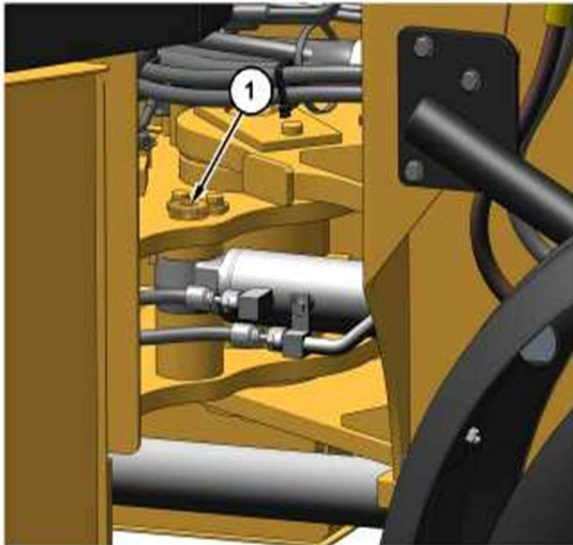
Item 6: Articulating Loaders- CAT903D
CAT 903 D LUBE CHART

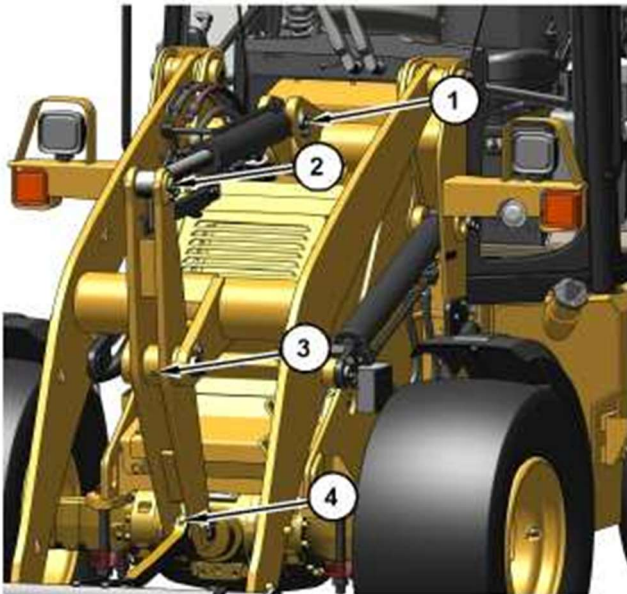
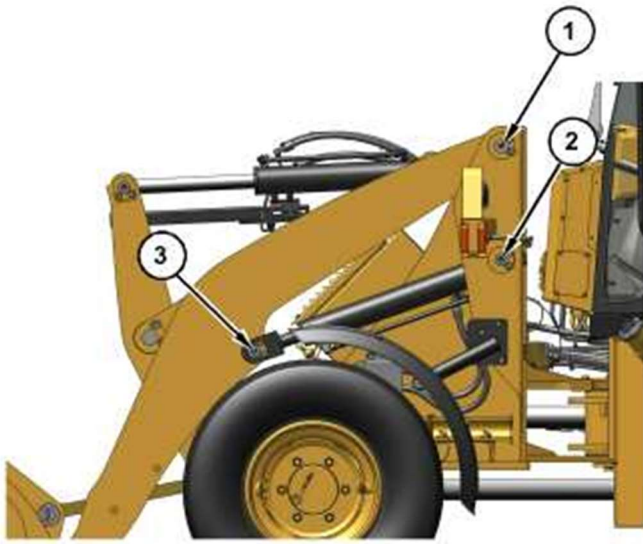


Illustration 1

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The grease fittings for the articulation bearings are accessed on the left side.







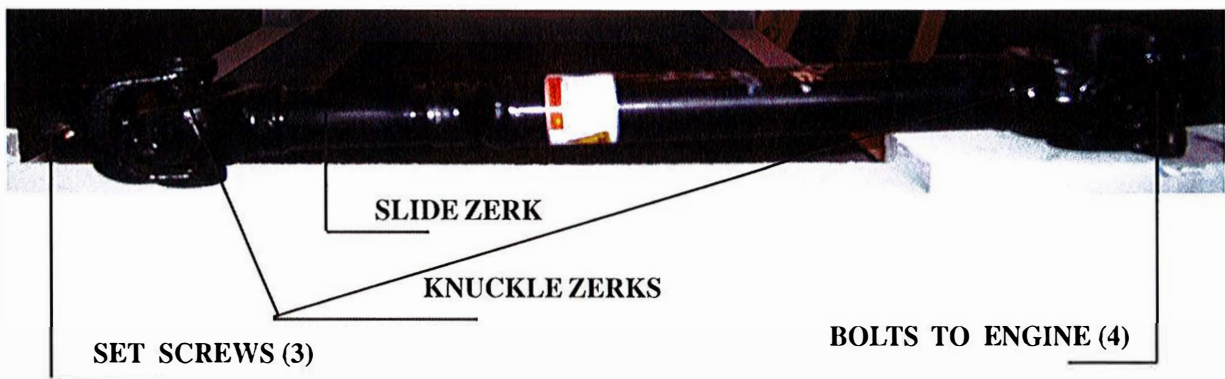
SECTION 3 Maintenance

FEL - Full Eject Model

DRIVING THE DIFFERENCE

FRONT MOUNT PUMPS

Front mounted pump drive shafts should be inspected for tightness of the set screws where the shaft attaches to the pump daily. There are four bolts to the engine flywheel to check for tightness also. The three grease fittings should be greased daily.



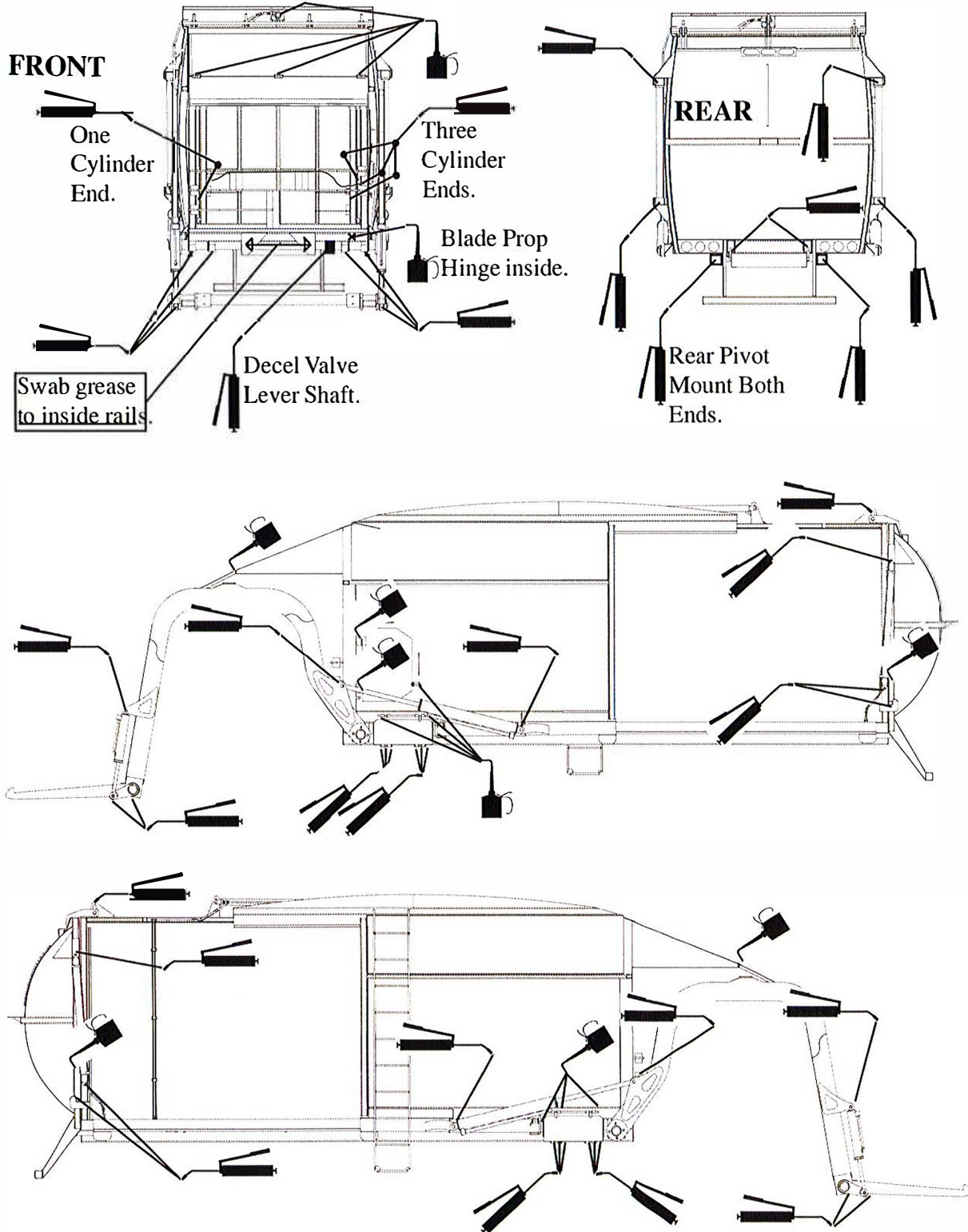
Every six months the set screw should be loosened and the knuckle removed from the splined shaft. New spline lubricant (part #119732) should be applied and the assembly replaced. Ensure that the three set screws are secure.

Front Loader Weekly Maintenance:

Lubricate all points on a weekly basis unless otherwise noted. Refer to Lubrication Location Diagram on Page 3-8 for location of lubrication points.

1. Swab a quality grease/chassis lube to ejection panel wear surfaces (2 channels).
2. Swab a quality grease/chassis lube to tailgate lock lugs under and at sides of tailgate.
3. Grease or Oil with 30 weight oil, all cylinder pins as shown in lubrication chart.
4. Apply 30 weight oil to all hinge, linkage or friction points that are not lubricated with grease fittings.
5. PTO/pump drive line may contain (2) grease fittings (if equipped).
6. Tailgate cylinders contain (2) grease fittings each.
7. Refer to chassis manufacturer's manual for lubrication schedule for the chassis.

LUBRICATION POINTS (weekly)



This page and page 3-7 reference each other.
Grease Fitting Location Chart.

Preventive Maintenance



9.0 Lubrication

9.1 Daily Lubrication

SAFETY NOTICE

Perform your company's Lockout/Tagout procedure. If your company does not have a Lockout/Tagout procedure, follow OSHA 1910.147 and 1910.146 Confined Space as appropriate.

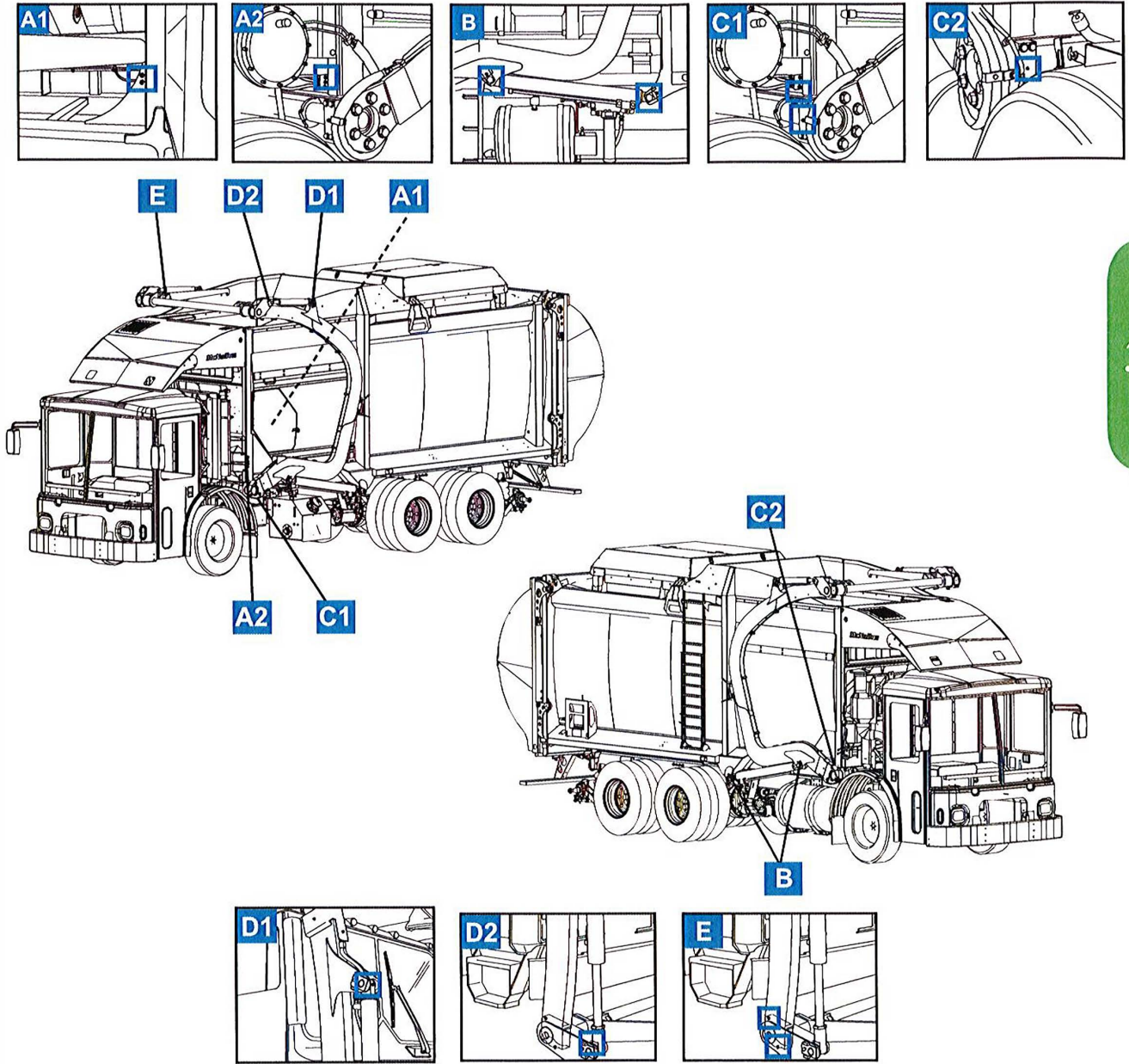
Lubricate all the following points with a high quality EP No. 2 lithium grease.

Daily lubrication intervals are based on a 10-hour day. If the refuse vehicle is operated more hours per day or double shifted, the maintenance interval must be adjusted accordingly.

Lubrication Points		Lubricate Daily or Every 10 Hours	
Ref.	Description	No. of Fittings	Comments
A1	Pack/Eject Cylinders - Base End	2	Two Cylinders - One Per Side
A2	Pack/Eject Cylinders - Rod End	2	Two Cylinders - One Per Side
B	Arm Cylinders - Base End	2	Two Cylinders - One Per Side
B	Arm Cylinders - Rod End	2	Two Cylinders - One Per Side
C1	Arm Pillow Blocks	2	Street Side and Center
C2	Arm Pillow Blocks	1	Curb Side
D1	Fork Cylinders - Base End	2	Two Cylinders - One Per Side
D2	Fork Cylinders - Rod End	2	Two Cylinders - One Per Side
E	Fork Assembly Pivot	4	Two Pivots - Two Fittings Per Side



Preventive Maintenance



3

Preventive Maintenance



9.2 Scheduled PM Lubrication

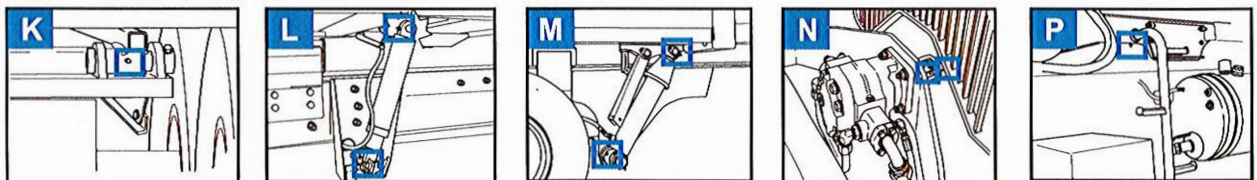
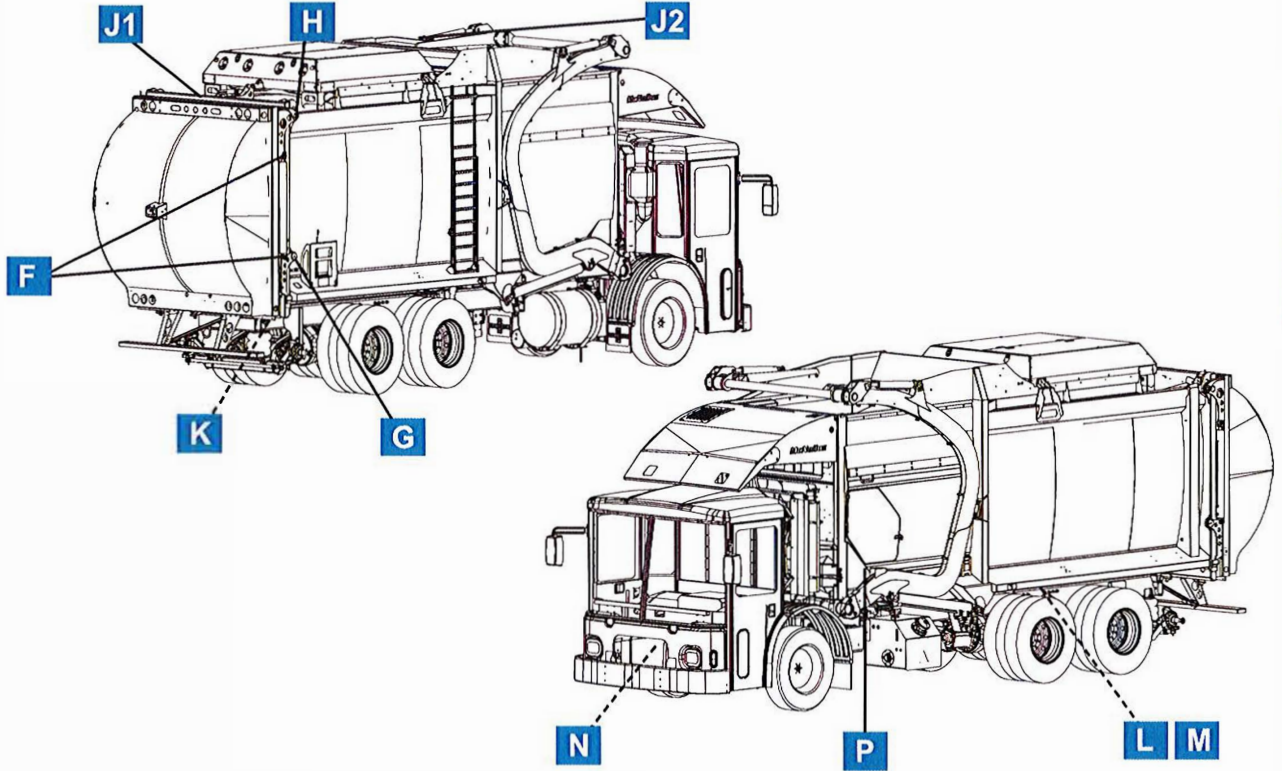
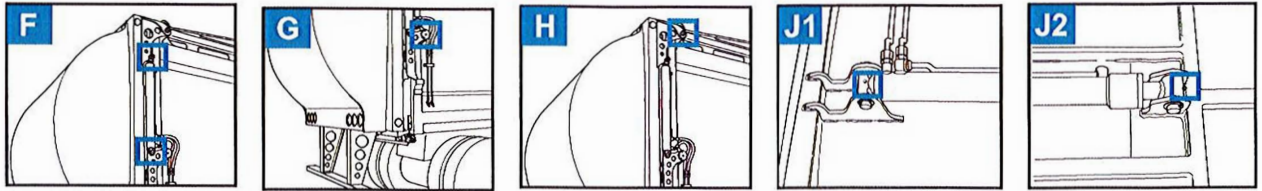
SAFETY NOTICE

Perform your company's Lockout/Tagout procedure. If your company does not have a Lockout/Tagout procedure, follow OSHA 1910.147 and 1910.146 Confined Space as appropriate.

Lubricate all the following points with a high quality EP No. 2 lithium grease.

Scheduled PM lubrication intervals are based on three (3) weeks or 150 hours. If the refuse vehicle is operated more hours or double shifted, the maintenance interval must be adjusted accordingly.

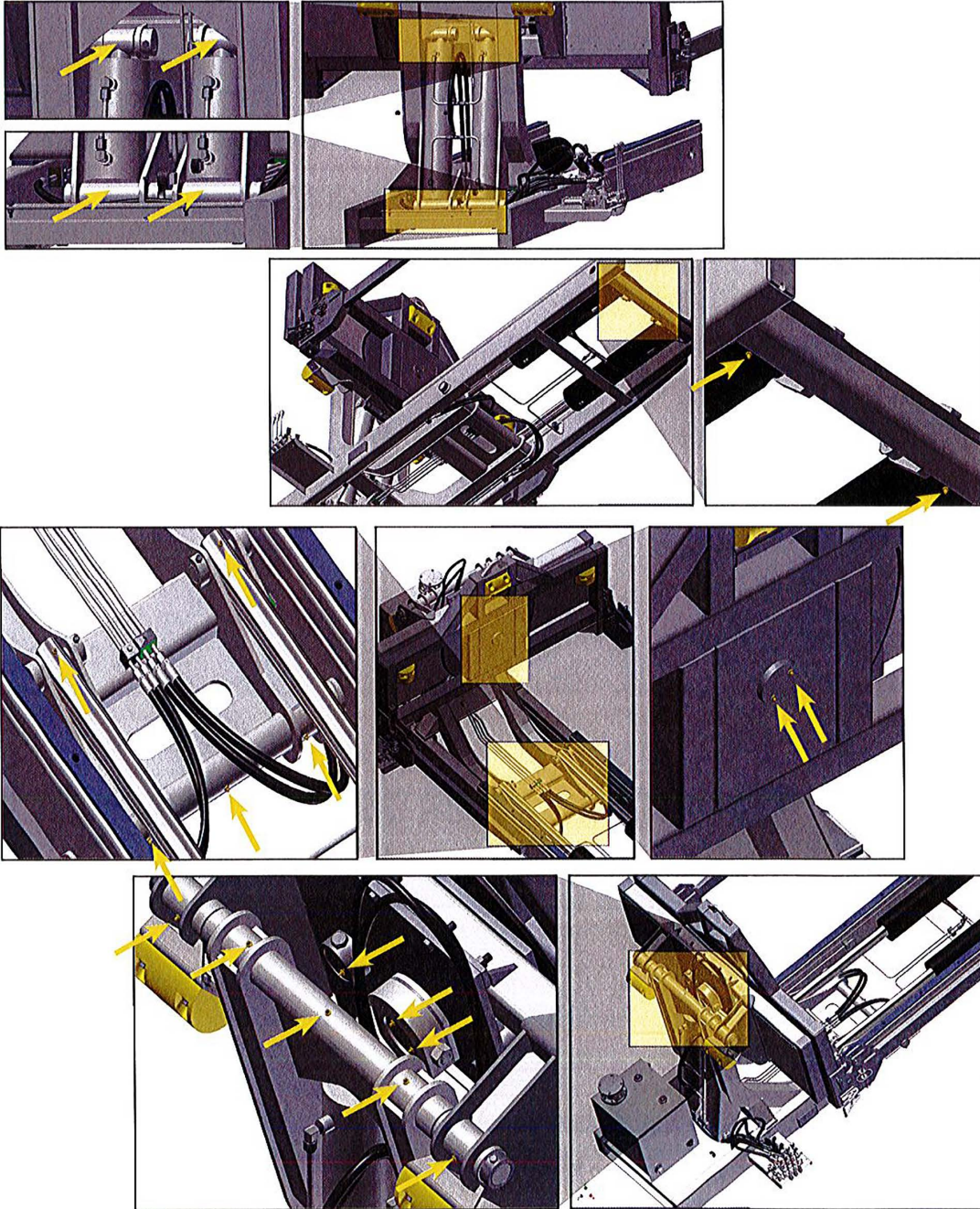
PM Lubrication Points		Lubricate Three Weeks or Every 150 Hours	
Ref.	Description	No. of Fittings	Comments
F	Tailgate Cylinder - Base End	2	Two Cylinders - One Per Side
F	Tailgate Cylinder - Rod End	2	Two Cylinders - One Per Side
G	Tailgate Latch Pin	2	Two Latch Pins - One Per Side
H	Tailgate Hinge Pin	2	Two Hinge Pins - One Per Side
J1	Top Door - Base End	1	
J2	Top Door - Rod End	1	
K	Body Pivot Pin	2	Two Pivot Pins - One Per Side
L	Service Lift Cylinder - Base End (Optional)	2	Two Cylinders - One Per Side
L	Service Lift Cylinder - Rod End (Optional)	2	Two Cylinders - One Per Side
M	Body Dump Cylinder - Base End (Optional)	2	Two Cylinders - One Per Side
M	Body Dump Cylinder - Rod End (Optional)	2	Two Cylinders - One Per Side
N	PTO Shaft U-Joints	3	
P	Ladder Pivot	1	



LUBE CHART



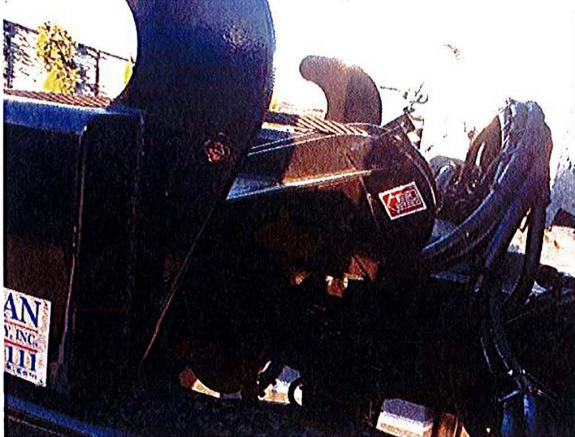
Lube Chart
Super Loaded Container Handler (SLCH)



Appendix A - Grease Points

As per the suggested Preventative Maintenance Section greasing of all wear parts via the installed zerk fittings should be carried out once a week or every 40 hours of service whichever comes first. It is Recommended that a Chevron Ultra-Duty Grease EP or equivalent be used for all the grease points listed below. Failure to adhere to the greasing schedule will lead to premature aging and failure of mechanical components.

Vertical Fixed Front Pulley Pin



Horizontal Fixed Front Pulley Pin



Hoist Cylinder Top Shaft



Hoist Cylinder Lower Shaft

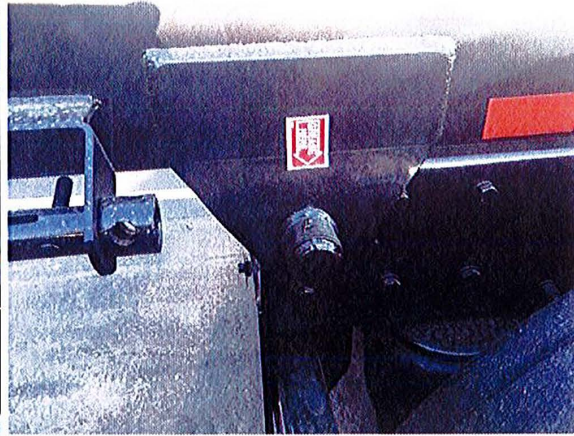


SPARTAN ROLL-OFF MODEL SRO 60SC

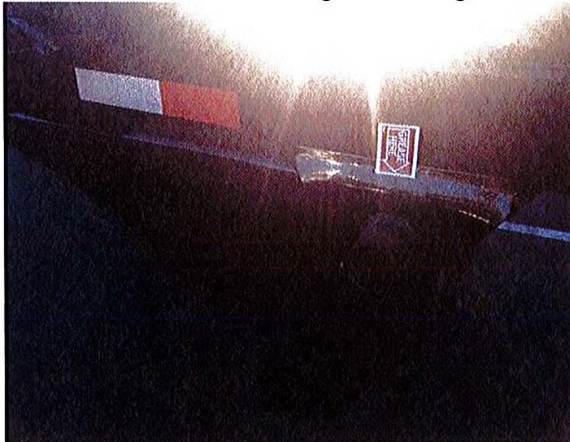
Hoist Frame Guide Rollers



Passenger Side Outside Hinge Bushing



Driver Side Outside Hinge Bushing



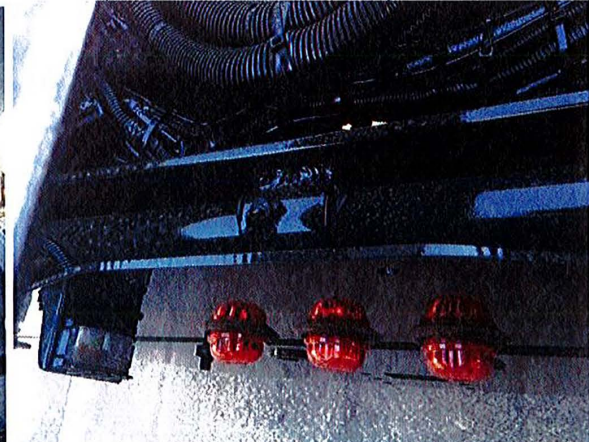
Driver Side Inside Hinge Bushing



Passenger Side Inside Hinge Bushing



Hinge Pin Center Bushing



Moving Trolley Carriage Pins & Trolley Carriage Tracks



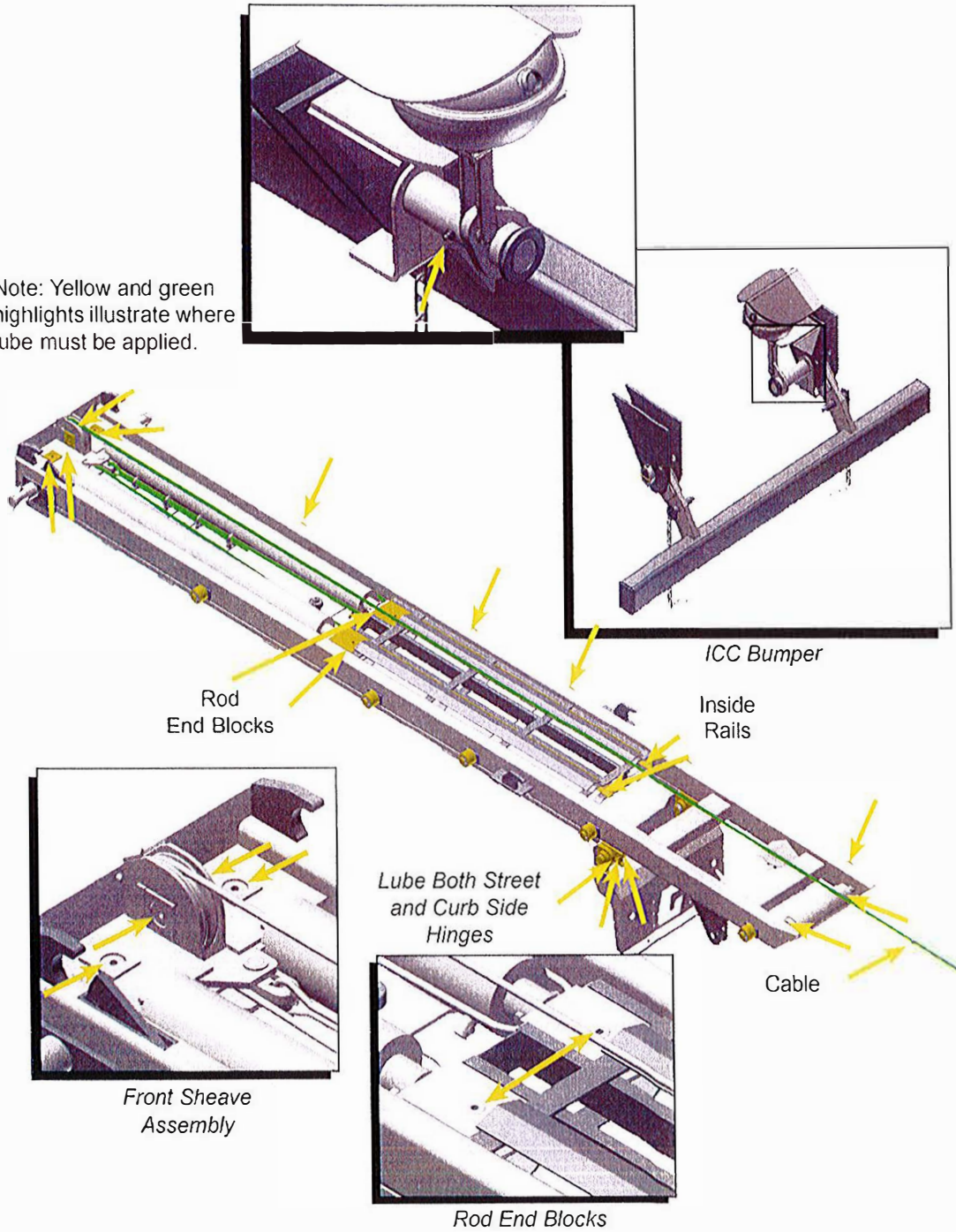
When Greasing the moving carriage trolley tracks elevate the rail and affix the hoist safety stands. Remove the two reeving covers that are protecting the reeving cylinder. Once Removed grease both pulley pins in the reeving carriage. One from the bottom, the other from the top. Then grease the Trolley tracks grease should smeared evenly down both channels. The most effective way to do this is using a 5" scraper blade from top to bottom. Then reinstall the reeving covers.

Ground Roller Inside Pins (2) (Option)



LUBE CHART

Note: Yellow and green highlights illustrate where lube must be applied.



BUILTRITE™ RECOMMENDED LUBRICANTS



GREASE	AIR TEMPERATURE RANGE									
	(°F)	-40	-22	-4	14	32	50	68	86	104
	(°C)	-40	-30	-20	-10	0	10	20	30	40
NLGI Grade 2										
High Temp./EP										
NLGI Grade 0 & 1										
Arctic Grease										



HYDRAULIC FLUID	AIR TEMPERATURE RANGE	MAXIMUM OPERATING TEMP
ISO Grade 46	32 - 45° F 0 - 7° C	150° F 66° C
ISO Grade 68	Above 45° F Above 7° C	190° F 88° C
Consult Factory	Below 32° F Below 0° C	



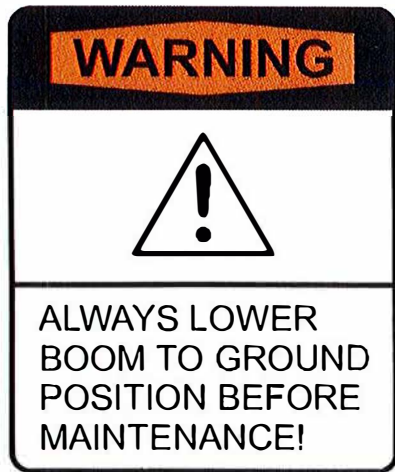
See Service Manual literature



See Service Manual literature



Select for appropriate temperatures



*Refer to Parts Manual for location of grease zerks, oil caps and other lubrication fittings.

*Refer to Service Manual for specific lubrication and maintenance instructions for pumps, motors, valves and other serviceable components.

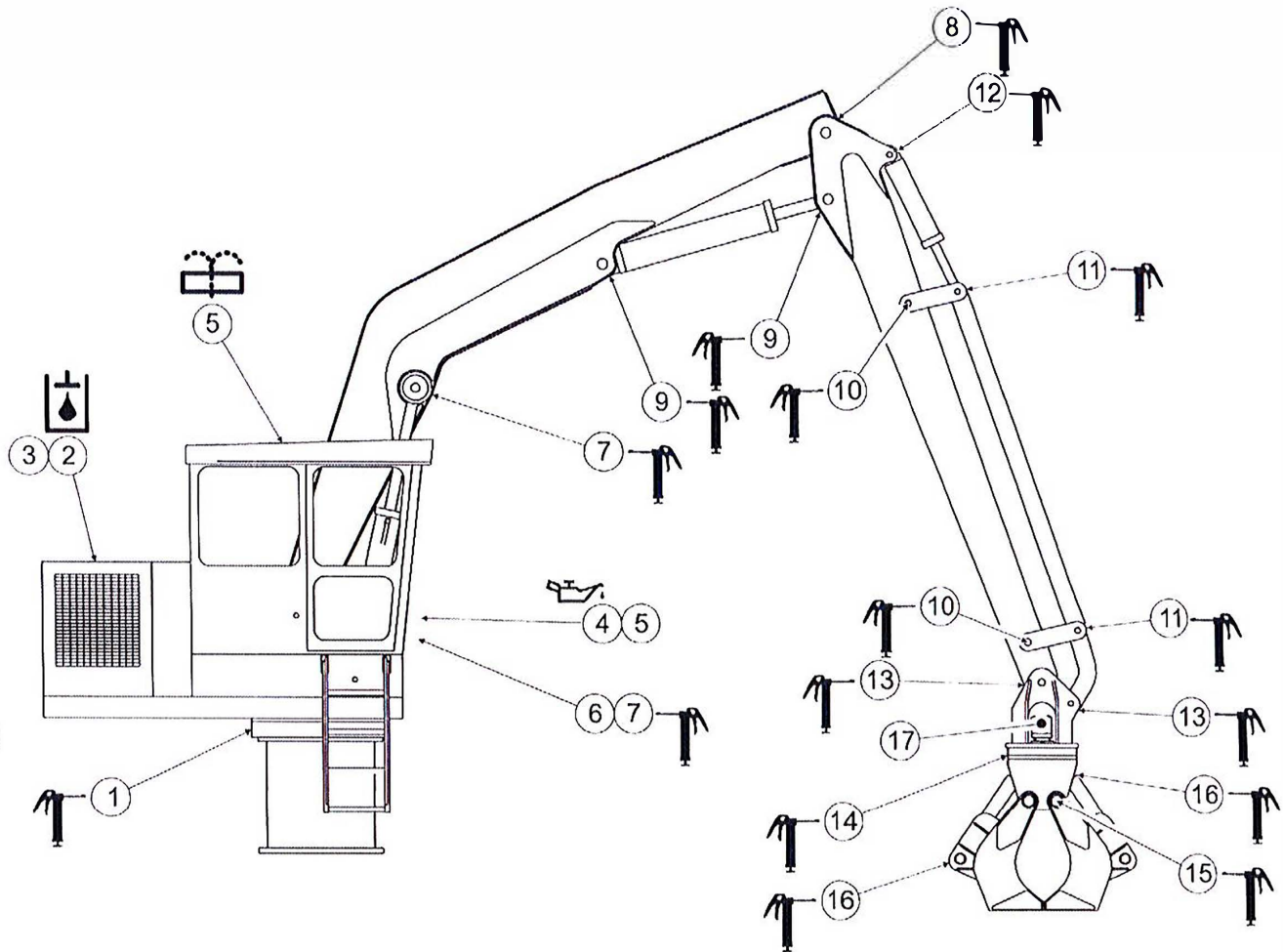
*ALTERNATIVE LUBRICANTS- Conditions in certain areas may require special lubricants and lubrication practices which do not appear in this manual.

*LUBRICANT STORAGE- This machine operates at top efficiency only if clean lubricants are used. Use clean containers to handle all lubricants and store them in areas protected from dust, moisture and other contaminants. Store drums on sides.



MACHINE LUBRICATION & FLUID POINTS

M2100 SE W/ POS. BOOM



- 1) Turntable Bearing
- 2) Hydraulic Reservoir
- 3) Electric Motor (see service manual)
- 4) Swing Gearbox (2) (see service manual)
- 5) Swing Motor (2) (see service manual)
- 6) Main Boom Pivot
- 7) Main Boom Cylinder (2)
- 8) Jib Boom Pivot
- 9) Jib Boom Cylinders
- 10) Boom Link Pins
- 11) Boom Link Retainers
- 12) Boom Link Cylinder
- 13) Grapple Head Pivots
- 14) Grapple Rotate Bearing
- 15) Grapple Arm Pivots (4 locations)
- 16) Grapple Cylinders
- 17) Grapple Rotate Motor (see service manual)

BUILTRITE™
HANDLERS & ATTACHMENTS

by NORTSHORE MANUFACTURING (218) 834-5555

Pg 2

Lubrication Points
 (AB) Bucket pins
 (AC) Bucket linkage
 (AD) Block for lubrication lines gp
 (AE) Boom pin
 (AF) Block for lubrication lines gp

Item 11: Tracked Excavator Tractor- CAT 318

Item	Lubrication Points	Qty	Lubricant	Requirement
AB	Bucket pins	3	Grease	As required
AC	Bucket control linkage pins	3		
AD	Stick pin	1		
	Bucket cylinder support pin	1		
	Stick cylinder support pin	1		
AE	Boom cylinder support pin	2		
AF	Stick cylinder support pin	1		
	Boom cylinder support pin	2		
	Boom pin	2		

Table 2

Note: The lubrication of the pins should be completed at 50 hour intervals.

Reference: Refer to the appropriate Operation and Maintenance Manual for a standard machine for lubrication of the pins.

BR61-UP, BR91-UP, DYT1-UP, HEX1-UP, HKP1-UP, JYM1-UP, KCK1-UP, KEL1-UP, KFE1-UP, LHW1-UP, LTN1-UP, MFJ1-UP, MGK1-UP, MYK1-UP, NDL1-UP, PFN1-UP, RAZ1-UP, WCH1-UP, XAR1-UP, XNB1-UP, YBL1-UP, YBP1-UP, ZBN1-UP

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Pg. 2

SMCS - 7000

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The service interval chart is located inside the cab and on the window.

Refer to this Operation and Maintenance Manual, "Maintenance Interval Schedule" for the correct maintenance intervals and procedures that are specific to your machine.

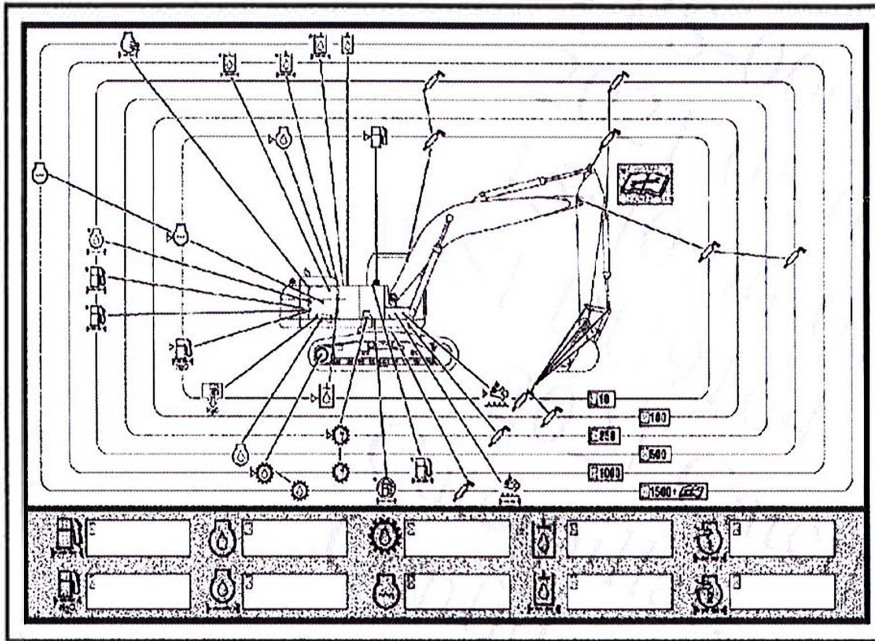



Illustration 1


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 **Service hour interval** - Hourly interval in which a maintenance procedure should be performed.

 **Coolant level** - Check the coolant level.

 **Cooling system coolant** - Change the ELC (Extended Life Coolant).

 **Diesel Exhaust Fluid Filter** - Replace the DEF filter.

 **Engine air filter primary element** - Clean or replace the primary air filter element.

 **Engine air filter secondary element** - Replace the secondary air filter element.

 **Engine oil level** - Check the engine oil level.

 **Engine oil** - Change the engine oil.

Pg. 3

Item 11: Tracked Excavator Tractor- CAT 318



Engine oil filter - Change the engine oil filter.



Final drive oil level - Check the final drive oil level.



Final drive oil - Change the final drive oil.



Fuel level - Check the fuel level.



Fuel system filter - Replace the fuel system filters.



Fuel system water separator - Drain the water separator.



Fuel system water separator element - Replace the fuel system water separator element.



Fumes Disposal Filter Element - Replace the fumes disposal filter element.



Grease zerk - Lubricate the designated locations.



Hydraulic oil level - Check the hydraulic oil level.



Hydraulic oil - Change the hydraulic oil.



Hydraulic oil filter - Change the hydraulic oil filter.



Swing drive oil level - Check the swing drive oil level.



Swing drive oil - Change the swing drive oil.

DYR1-UP, ECZ1-UP, EWC1-UP, FFT1-UP, HCP1-UP, XAD1-UP, YDL1-UP

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Pg. 4

Item 12: Wheeled Loader HD- CAT 950M, 966M
CAT 966M and 950M LUBE CHART

