



SECTION VII – REVISED SUBMITTALS

CITY OF PHOENIX

1. COPIES:

Please submit one original, 1 copy, and one electronic copy (portable thumb drive) of the Submittal Section. Also submit a sample invoice, and an updated W-9 and all other required documentation.

Section VIII – Exhibits will be filled out and submitted to Public Works Department, Fleet Control Section upon delivery of each unit.

1.1. **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).

2. COSTS AND PAYMENTS:

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

- Contractor offers a prompt payment discount of either _____% - 30 days or 0% – 45 days - to apply after receipt of invoice or final acceptance of the products (invoice approval), whichever date is later, starts the 30 days. If no prompt payment discount is offered, the default is 0%, net 45 days; effective after receipt of invoice or final acceptance of the products, whichever is later. **Payment terms offering a discount will not be considered in the price evaluation of your offer.**
- Contractor may be paid immediately upon invoice approval, if enrollment is made to the Single Use Account (SUA) Program, administered by the City's servicing bank ("Bank"). By checking this box, the vendor accepts transaction costs charged by their merchant bank and agrees not to transfer to the City those extra charges. The City will not pay an increase in our services for the SUA charges; if an audit uncovers an upcharge for the SUA charges the vendor will owe the City all costs. The vendor may opt-out of the SUA program once, but then may not rejoin during the same contract term. **For more information about the SUA program or to enroll, send email to mailbox.sua@phoenix.gov.**

4. OFFER:

All offers shall be firm and fixed for a period of 180 calendar days from the solicitation opening date. Pass-through offer adjustments will be accepted after that date provided said adjustment(s) are submitted in writing with thirty days' advance notice and are accompanied by written documentation of a manufacturer's offer increase. Offer adjustment requests shall be sent to: Amanda.Cook@phoenix.gov



SECTION VII – REVISED SUBMITTALS

CITY OF PHOENIX

5. BID PRICE SCHEDULE:

BID ITEM ONE- PROPANE

- 1. 4,000 lbs. Capacity: \$ _____ Unit Price Excluding Taxes
_____ Delivery in Calendar Days ARO
_____ Make and Model

- 2. 5,000 lbs. Capacity \$ _____ Unit Price Excluding Taxes
_____ Delivery in Calendar Days ARO
_____ Make and Model

- 3. 6,000 lbs. Capacity \$ _____ Unit Price Excluding Taxes
_____ Delivery in Calendar Days ARO
_____ Make and Model

- 4. 7,000 lbs. Capacity \$ _____ Unit Price Excluding Taxes
_____ Delivery in Calendar Days ARO
_____ Make and Model

- 5. 10,000 lbs. Capacity \$ _____ Unit Price Excluding Taxes
_____ Delivery in Calendar Days ARO
_____ Make and Model

BID ITEM ONE- UNLEADED GAS

- 1. 4,000 lbs. Capacity: \$ _____ Unit Price Excluding Taxes
_____ Delivery in Calendar Days ARO
_____ Make and Model

- 2. 5,000 lbs. Capacity \$ _____ Unit Price Excluding Taxes
_____ Delivery in Calendar Days ARO
_____ Make and Model

- 3. 6,000 lbs. Capacity \$ _____ Unit Price Excluding Taxes
_____ Delivery in Calendar Days ARO
_____ Make and Model

- 4. 7,000 lbs. Capacity \$ _____ Unit Price Excluding Taxes
_____ Delivery in Calendar Days ARO
_____ Make and Model

- 5. 10,000 lbs. Capacity \$ _____ Unit Price Excluding Taxes
_____ Delivery in Calendar Days ARO
_____ Make and Model



SECTION VII – REVISED SUBMITTALS

CITY OF PHOENIX

BID ITEM ONE- DIESEL

- 1. 4,000 lbs. Capacity: \$ _____ Unit Price Excluding Taxes
_____ Delivery in Calendar Days ARO
_____ Make and Model
 - 2. 5,000 lbs. Capacity \$ _____ Unit Price Excluding Taxes
_____ Delivery in Calendar Days ARO
_____ Make and Model
 - 3. 6,000 lbs. Capacity \$ _____ Unit Price Excluding Taxes
_____ Delivery in Calendar Days ARO
_____ Make and Model
 - 4. 7,000 lbs. Capacity \$ _____ Unit Price Excluding Taxes
_____ Delivery in Calendar Days ARO
_____ Make and Model
 - 5. 10,000 lbs. Capacity \$ _____ Unit Price Excluding Taxes
_____ Delivery in Calendar Days ARO
_____ Make and Model
-

BID ITEM TWO

- 1. 2,000 lbs. Capacity \$ _____ Unit Price Excluding Taxes
_____ Delivery in Calendar Days ARO
_____ Make and Model
 - 2. 4,000 lbs. Capacity \$ _____ Unit Price Excluding Taxes
_____ Delivery in Calendar Days ARO
_____ Make and Model
 - 3. 6,000 lbs. Capacity \$ _____ Unit Price Excluding Taxes
_____ Delivery in Calendar Days ARO
_____ Make and Model
-

BID ITEM THREE

- 1. 3,200 lbs. Capacity: \$ _____ Unit Price Excluding Taxes
_____ Delivery in Calendar Days ARO
_____ Make and Model
 - 2. 4,500 lbs. Capacity \$ _____ Unit Price Excluding Taxes
_____ Delivery in Calendar Days ARO
_____ Make and Model
 - 3. 5,500 lbs. Capacity \$ _____ Unit Price Excluding Taxes
_____ Delivery in Calendar Days ARO
_____ Make and Model
-



SECTION VII – REVISED SUBMITTALS

CITY OF PHOENIX

BID ITEM FOUR

- 1. 2,500 lbs. Capacity: \$ _____ Unit Price Excluding Taxes
 _____ Delivery in Calendar Days ARO
 _____ Make and Model
- 2. 3,500 lbs. Capacity \$ _____ Unit Price Excluding Taxes
 _____ Delivery in Calendar Days ARO
 _____ Make and Model
- 3. 4,500 lbs. Capacity \$ _____ Unit Price Excluding Taxes
 _____ Delivery in Calendar Days ARO
 _____ Make and Model

BID OPTIONS

1. OPTIONAL ITEM 1 – CUSHION TIRE FORKLIFT

Option for cushion/warehouse tire model forklift for bid item one.

4,000 lbs. Capacity \$ _____ Add(+) _____ or Deduct(-) _____

Make and Model: _____

5,000 lbs. Capacity \$ _____ Add(+) _____ or Deduct(-) _____

Make and Model: _____

6,000 lbs. Capacity \$ _____ Add(+) _____ or Deduct(-) _____

Make and Model: _____

7,000 lbs. Capacity \$ _____ Add(+) _____ or Deduct(-) _____

Make and Model: _____

10,000 lbs. Capacity \$ _____ Add(+) _____ or Deduct(-) _____

Make and Model: _____

2. OPTIONAL ITEM 3 – FORK POSITIONER

Option to add a fork positioner for the hydraulic spread of forks to bid item one.

4,000 lbs. Capacity \$ _____ Add(+) _____ or Deduct(-) _____

5,000 lbs. Capacity \$ _____ Add(+) _____ or Deduct(-) _____

6,000 lbs. Capacity \$ _____ Add(+) _____ or Deduct(-) _____

7,000 lbs. Capacity \$ _____ Add(+) _____ or Deduct(-) _____

10,000 lbs. Capacity \$ _____ Add(+) _____ or Deduct(-) _____



SECTION VII – REVISED SUBMITTALS

CITY OF PHOENIX

3. OPTIONAL ITEM 4 – FORK LENGTH FOR BID ITEM TWO, ELECTRIC PALLET TRUCK

Fork length option for Bid Item.

42" Long Forks \$ _____ Add(+) _____ or Deduct(-) _____
60" Long Forks \$ _____ Add(+) _____ or Deduct(-) _____

6. WARRANTY:

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

Contractor _____

Address _____

City, State and Zip Code _____

7. EMERGENCY 24-HOUR SERVICE CONTACT:

Name _____

Telephone Number _____

Alternate Contact _____

Telephone Number _____



SECTION VII – REVISED SUBMITTALS

CITY OF PHOENIX

8. YEARS IN BUSINESS AND REFERENCES:

Contractor certifies that they have provided complete sale of forklifts listed in this solicitation for a period of 2 years.

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

Company Name _____

Address _____

Reference _____

Telephone Number _____

Email address _____

Company Name _____

Address _____

Reference _____

Telephone Number _____

Email address _____

Company Name _____

Address _____

Reference _____

Telephone Number _____

Email address _____



SECTION VII – REVISED SUBMITTALS

CITY OF PHOENIX

OFFER

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

Arizona Sales Tax No. _____

Use Tax No. for Out-of State Suppliers _____

City of Phoenix Sales Tax No. _____

Arizona Corporation Commission File No. _____

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

Enter City’s Registration System ID Number Located at City’s eProcurement website (see SECTION I – INSTRUCTIONS - CITY’S REGISTRATION)	
--	--

Offeror has read, understands, and will fully and faithfully comply with this solicitation, its attachments and any referenced documents. Offeror certifies that the prices offered were independently developed without consultation with any other Offeror or potential Offerors.

Authorized Signature

Date _____

Printed Name and Title
(Member, Manager, President)

(LLC, Inc., Sole Proprietor)

Address _____

City, State and Zip Code _____

Telephone Number _____

Company’s Fax Number _____

Company’s Toll Free # _____

Email Address _____



SECTION VII – REVISED SUBMITTALS

CITY OF PHOENIX

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

1. Name of person submitting this disclosure form.

First	MI	Last	Suffix
-------	----	------	--------

2. Contract Information

Solicitation # or Name:

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

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

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

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

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

7. Disclosure of Conflict of Interest:



SECTION VII – REVISED SUBMITTALS

CITY OF PHOENIX

A. City Code Section 43-34

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

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

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

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

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

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

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

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



SECTION VII – REVISED SUBMITTALS

CITY OF PHOENIX

- I am aware of the following conflict(s) of interest:

8. Acknowledgements

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

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

B.Fraud Prevention and Reporting Policy

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

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

OATH

I affirm that the statements contained in this form, including any attachments, to the best of my knowledge and belief are true, correct, and complete. Should any of the answers to the above questions change during the course of the contract, particularly as it relates to any changes in ownership, applicant agrees to update this form with the new information within 30 days of such changes. Failure to do so may be deemed a breach of contract.

PRINT NAME

TITLE



SECTION VII – REVISED SUBMITTALS

CITY OF PHOENIX

--	--

SIGNATURE

DATE

--	--

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



SECTION VII – REVISED SUBMITTALS

CITY OF PHOENIX

ACCEPTANCE OF OFFER

The Offer is hereby accepted.

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

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

CITY OF PHOENIX
A Municipal Corporation
Ed Zuercher, City Manager

Ginger Spencer
Director or delegate, Public Works Department

Attest:

_____ this ____ day of _____ 2021
City Clerk

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