



CITY OF PHOENIX

**FINANCE DEPARTMENT
PROCUREMENT DIVISION**

**REQUEST FOR PROPOSAL
RFP 21-049 (MG)**

**SELF CONTAINED BREATHING APPARATUS (SCBA)
REQUIREMENTS CONTRACT**

**Procurement Officer
Mihaela Grigore
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8th Floor
Phoenix, AZ 85003
(602) 262-4815
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Please read before continuing to the offer document. This list may not include every requirement; the purpose is to assist vendors, but vendors are expected to read and comply with the entire solicitation.

SOLICITATION RESPONSE CHECK LIST

Check off each of the following as the necessary action is completed.

- All forms have been completed and signed, including Solicitation Disclosure form.
- All Submittals are included.
- Reviewed and verified prices offered.
- Checked price extensions and totals.
- Included any required drawings or descriptive literature.
- If required, checked and included the amount of the offer surety.
- Reviewed the insurance requirements, if any, to assure compliance.
- Included the specified number of copies of the offer as indicated in Submittal section.
- Included signed addenda, if any.
- Addressed the mailing envelope to the Procurement Officer on the solicitation front page, at the address listed.
- The mailing envelope clearly shows your company name and address, the solicitation number, solicitation title and the offer opening date.

Mail the response timely – City must receive offers no later than the date and time indicated in the Schedule of Events or addenda.



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1. DESCRIPTION – STATEMENT OF NEED:

- 1.1. The City of Phoenix invites sealed offers for the purchase and delivery of Self Contained Breathing Apparatus (SCBA), for a **five (5) year** with an option to extend the period up to five years, commencing on or about **July 1, 2021**, in accordance with the specifications and provisions contained herein or the “Effective Date” which is upon award by City Council, or upon signature and recording by the City Clerk’s department, as required by the Phoenix City Code, whichever is later.
- 1.2. This solicitation is available through Arizona Relay Service 7-1-1. Please call TTY 800-367-8939 for assistance.
- 1.3. 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. 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.

3. SCHEDULE OF EVENTS:

ACTIVITY (All times are local Phoenix time)	DATE	LOCATION/INFORMATION
Solicitation Issue Date	Wednesday April 28, 2021	N/A
Pre-Offer Conference	Tuesday May 4, 2021 at 10:00 AM via WebEx Live Meeting	Contact Mihaela.Grigore@phoenix.gov to request an MS Outlook calendar invitation OR log into the WebEx using the one of the following: Meeting number (access code): 177 503 5872 Meeting password: MTcEeRc4g86 Join by Phone 1-415-655-0001 US Toll Join using Microsoft Lync or Skype for Business Dial 1775035872@cityofphoenix.webex.com Dial 1775035872.cityofphoenix@lync.webex.com You can also dial 173.243.2.68 and enter your meeting number.



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Site Visit	None	N/A
Written Inquiries Due Date	Friday, May 7, 2021 by Noon	Email inquiries to: Mihaela.Grigore@phoenix.gov
Offer Due Date	Friday, May 14, 2021 at or before 2:00 PM LATE BIDS WILL NOT BE ACCEPTED	Access to City buildings is by appointment only. Please contact Sabrina Messenger at (602) 262-7181 or Sabrina.Messenger@phoenix.gov to schedule an appointment to submit an offer in person, <u>no later than 2 business days prior to the Offer Due Date and time.</u> Location for in-person submittal is: City of Phoenix Finance Department, Procurement Division 251 W. Washington St., 8th Floor Phoenix, AZ 85003 Electronic submittal email to: Procurement@phoenix.gov Due to Covid-19 pandemic, Bid Submittals may be submitted electronically and must be received on or before the due date and time indicated above. <i>For this method, paper copies and electronic copy shall not be submitted.</i>

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

4. PREPARATION OF OFFER:

- 4.1** All forms provided in Submittal Section must be completed and submitted with the offer. The signed and completed Solicitation Disclosure form must be included or your offer may be deemed non-responsive.
- 4.2** 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.
- 4.3** All time periods stated as a number of days will be calendar days.
- 4.4** 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



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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:

- 4.4.1 Consider applicable laws and/or economic conditions that may affect cost, progress, performance, or furnishing of the products or services.
- 4.4.2 Study and carefully correlate Offeror's knowledge and observations with the solicitation and other related data.
- 4.4.3 Promptly notify the City of all conflicts, errors, ambiguities, or discrepancies that Offeror has discovered in or between the solicitation and other related documents.
- 4.4.4 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.
- 4.4.5 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.
- 4.4.6 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.
- 4.4.7 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.

5. OBTAINING A COPY OF THE SOLICITATION AND ADDENDA:

Interested Offerors may download the complete solicitation and addenda from <https://solicitations.phoenix.gov/>. Internet access is available at all public libraries. 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 Department, Division, Address, Phoenix, AZ. It is the Offeror's responsibility to check the website throughout the entire solicitation



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period up to city council award, read the entire solicitation, and verify all required information is submitted with its offer.

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 as explained in Inquiries.

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 or City Council 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.

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, or the Offer may be considered non-responsive.

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.



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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.

11. CERTIFICATION:

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

- 11.1. The submission of the offer did not involve collusion or other anti-competitive practices.
- 11.2. The Offeror must not discriminate against any employee, or applicant for employment in violation of Federal or State Law.
- 11.3. 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.

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.

Offers must be submitted in a sealed envelope and the following information should be noted on the outside of the envelope:

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

All offers must be completed in ink or typewritten. Include the number of copies that are required as indicated in the Submittal section.

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.



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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 calendar 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. The City will not provide any further notification to unsuccessful Offerors.

15. PRE-AWARD QUALIFICATIONS:

15.1 Offeror must have been in operation a minimum of ten (10) years. The Offeror's normal business activity during the past ten (10) years will have been for providing the goods or services in this solicitation. (This information must be provided in the Submittal section, Years in Business and Customer Reference Listing of this solicitation.)

15.2 Authorized Distributor / Re-Seller. The proposer must be a sales distributor, authorized by the manufacturer, to sell the Self Contained Breathing Apparatus (SCBA) equipment specified herein. A signed document from the manufacture confirming, this must be included with the proposal response.

15.3 Personnel Capabilities. The proposer shall provide suitably qualified personnel to fill the positions required to fulfill the requirements of the resulting contract. Provide key staff information based on the Personnel Qualifications requirements listed in Section V – Scope of Work, paragraph B- iii.

15.4 Upon notification of an award the Offeror will have ten (10) calendar days to submit a complete certificate of insurance in the minimum amounts and the coverages as required in the Insurance Requirements of this solicitation. Insurance requirements are non-negotiable.



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16. AWARD OF CONTRACT:

- 16.1** 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.
- 16.2** Factors that may be considered by the City include:
- 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,
 - Demonstrated availability of the necessary manpower (both supervisory and operational personnel) and necessary equipment to accomplish the scope of work in the Solicitation; and,
 - Safety record, including complaints and investigations; and,
 - Vendor history of complaints and termination for convenience or cause, litigation or lawsuits.
- 16.3** 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.
- 16.4** 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 Deputy Finance Director 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.

17. CITY'S RIGHT TO DISQUALIFY FOR CONFLICT OF INTEREST:

The City reserves the right to disqualify any Offeror based on any real or apparent conflict of interest that is disclosed by the offer submitted or any other data available to the City. This disqualification is at the sole discretion of the City. Any Offeror submitting an offer herein 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 of Phoenix or any court.

18. SOLICITATION TRANSPARENCY POLICY:

- 18.1.** Commencing on the date and time a solicitation is published, potential or actual offerors or respondents (including their representatives) shall only



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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.

- 18.2. 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.
- 18.3. Offerors may discuss their offer 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.
- 18.4. With respect to the selection of the successful Offerors, the City Manager and City Manager's Office will continue the past practice of exerting no undue influence on the process.
- 18.5. 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.
- 18.6. "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.



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19. PROTEST PROCESS:

- 19.1. 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.
- 19.2. 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.
- 19.3. 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.
- 19.4. 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.
- 19.5. All protests will be in writing, filed with the Procurement Officer identified in the solicitation and include the following:
 - 19.5.1. Identification of the solicitation number;
 - 19.5.2. The name, address and telephone number of the protester;
 - 19.5.3. A detailed statement describing the legal and factual grounds for the protest, including copies of relevant documents;
 - 19.5.4. The form of relief requested; and
 - 19.5.5. The signature of the protester or its authorized representative.
- 19.6. 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.



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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.

20. 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.

21. 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 late.

22. 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 Offeror submitted or any other data or information available to the City. This disqualification is at the



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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.

23. PERFORMANCE BOND:

A performance surety in the amount of 10% of the total contract amount shall be provided by the Contractor immediately after notice of award. The City of Phoenix will not issue a written purchase order or give notice to proceed in any form until the surety is received by the Procurement Officer. The performance surety must be in the form of a bond, cashier's check, certified check or money order. Personal or company checks are not acceptable unless certified. If surety is in the form of a bond, the company issuing the surety must be authorized by the Insurance Department of Arizona to transact business in the State of Arizona or be named on the approved listing of non-admitted companies. A Certificate of Deposit (CD) issued by a local Phoenix bank may also be used as a form of surety provided that the CD is issued jointly in the name of the City of Phoenix and the Contractor, and that the Contractor endorses the CD over to the City at the beginning of the contract period. Interest earnings from the CD can be retained by the Contractor.

24. CONTRACT AWARD:

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

25. EVALUATION OF COMPETITIVE SEALED OFFERS:

Any ties in scoring will be resolved with a best and final price request and the lowest price will prevail.

26. DETERMINING RESPONSIVENESS AND RESPONSIBILITY:

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

26.2. 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 (as the case may be) will render an Offer nonresponsive.



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- 26.3.** Exceptions, conditions, reservations, or understandings are presumed to be unacceptable, and an Offer that includes unacceptable exceptions, conditions, reservations, or understandings may be rejected as nonresponsive. Alternatively, the City in its sole discretion may instruct in writing that any Offeror remove the conditions, exceptions, reservations or understandings. If the Offeror fails to do so in writing, the City may determine the Offer to be nonresponsive.
- 26.4.** Responsibility: To obtain true economy, the City must conduct solicitations to minimize the possibility of a subsequent default by the contractor, late deliveries, or other unsatisfactory performance that may result in additional administrative costs. It is important that the Offeror be a responsible contractor. Responsibility includes the Offeror's integrity, skill, capacity, experience, financial ability, and facilities for conducting the work to be performed.
- 26.5.** The Procurement Officer will review each Offer to determine if the Offeror is responsible and responsive. The City's determination as to whether an Offeror is responsible will be based on all information furnished by the Offeror, interviews (if any), and information received from Offeror's references, including information about Offeror's history, terminations for convenience or cause, contract breach lawsuits or notices of claim and any other sources the City deems appropriate. Award of the Contract resulting from the solicitation will not be made until any necessary investigation, which each Offeror agrees to permit by submitting its Offer, is made by the City as it deems necessary. A review of responsibility may occur up to contract award.
- 26.6.** The Offeror's unreasonable failure to promptly supply information about an inquiry with respect to responsibility may be grounds for a determination of non-responsibility with respect to such Offeror.

27. DETAILED EVALUATION OF OFFERS AND DETERMINATION OF COMPETITIVE RANGE:

During deliberations, the Evaluation Panel will reach a consensus score for each evaluation criterion except price. The Procurement Officer will score the price, which will be added to the overall consensus score. The overall consensus scores will determine the Offerors' rankings and which Offers are within the Competitive Range, when appropriate.



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28. OFFERS NOT WITHIN THE COMPETITIVE RANGE:

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

29. DISCUSSIONS WITH OFFERORS IN THE COMPETITIVE RANGE:

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

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

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

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



30. BEST AND FINAL OFFERS (BAFO):

- 30.1.** A BAFO is an option available for negotiations. Each Offeror in the Competitive Range, which is determined in the City's sole discretion, may be afforded the opportunity to amend its Offer and make one BAFO.
- 30.2.** If an Offeror's BAFO modifies its initial Offer, the modifications must be identified in the BAFO. The City will evaluate BAFOs based on the same requirements and criteria applicable to initial Offers. The City will adjust appropriately the initial scores for criteria that have been affected by Offer modifications made by a BAFO. Based on the criteria defined in the solicitation as weighted, the City will then perform final scoring and prepare final rankings.
- 30.3.** The Evaluation Panel will recommend the Offer that is the best value and most advantageous to the City based on the evaluation criteria.
- 30.4.** The City reserves the right to make an award to an Offeror whose Offer is the highest rated, best value, and most advantageous to the City based on the evaluation criteria, without conducting written or oral discussions with any Offeror, without negotiations, and without soliciting BAFOs.



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 Contractor fails to provide recommended information, the City may, at its sole option, ask the Contractor 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.

“Deputy Director” Finance The contracting authority for the City of Phoenix, AZ, authorized to sign contracts and amendments thereto on behalf of the City of Phoenix, AZ.



SECTION II – STANDARD TERMS AND CONDITIONS

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“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 bids, 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, bids 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.

2. CONTRACT INTERPRETATION:

- 2.1. 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.



SECTION II – STANDARD TERMS AND CONDITIONS

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- 2.2. 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:
- 2.2.1. Special terms and conditions
 - 2.2.2. Standard terms and conditions
 - 2.2.3. Amendments
 - 2.2.4. Statement or scope of work
 - 2.2.5. Specifications
 - 2.2.6. Attachments
 - 2.2.7. Exhibits
 - 2.2.8. Instructions to Contractors
 - 2.2.9. Other documents referenced or included in the Solicitation
- 2.3. 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.
- 2.4. 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.
- 2.5. 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.
- 2.6. 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.

3. CONTRACT ADMINISTRATION AND OPERATION:

3.1. 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 vendor has in place.

3.2. 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.

3.3. 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.



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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.

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.



3.3.1 Documentation: Suppliers and lessees may be required to provide additional documentation to the Equal Opportunity Department affirming that a nondiscriminatory policy is being utilized.

3.3.2 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.

3.4. 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:

3.4.1. 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.

3.4.2. 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.

3.4.3. 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.

3.5. 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:

3.5.1. Environmental, safety and health regulatory compliance documents (written safety programs, training records, permits, etc.) applicable to services provided by the Contractor in this contract

3.5.2. 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.



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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).

- 3.6. 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.

- 3.7. 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

- 3.8. 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.

- 3.9. 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. COSTS AND PAYMENTS:

- 4.1. 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



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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.

- 4.2. 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.
- 4.3. 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.
- 4.4. DISCOUNTS:** Payment discounts will be computed from the date of receiving acceptable products, materials and/or services or correct invoice, whichever is later to the date payment is mailed.
- 4.5. 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.
- 4.6. FUND APPROPRIATION CONTINGENCY:** The Vendor 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 Vendor 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.
- 4.7. 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



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undelivered balance. The Contractor will promptly notify the City of such price reductions.

- 4.8. F.O.B. POINT:** All prices are to be quoted F.O.B. delivered, unless specified elsewhere in this solicitation.

5. CONTRACT CHANGES:

5.1. CONTRACT AMENDMENTS: Contracts will be modified only by a written contract amendment signed 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.

5.2. 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.

5.3. 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.

6. RISK OF LOSS AND LIABILITY:

6.1. 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.

6.2. 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.



- 6.3. 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.

- 6.4. 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 project manager.

- 6.5. 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.



- 6.6. 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.

7. CITY'S CONTRACTUAL RIGHTS:

- 7.1.** 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.

- 7.2. NON-EXCLUSIVE REMEDIES:** The rights and remedies of the City under this Contract are non-exclusive.

- 7.3. 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.

- 7.4. 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.

- 7.5. 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 bid and/or performance bond, or (3) a combination of the aforementioned remedies or other remedies as provided by law.

- 7.6. 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



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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.

7.7. 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.

7.8. 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.

8. CONTRACT TERMINATION:

8.1. 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.

8.2. CONDITIONS AND CAUSES FOR TERMINATION:

8.2.1 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.



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8.2.2 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 give the City a positive indication that Contractor will not or cannot perform to the requirements of the contract.

8.3. 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.

9. 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 vendor 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.aspx>. 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 a offer price.



10. 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.

11. 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.

12. NO ISRAEL BOYCOTT:

By entering into this contract, the Contractor certifies that they are not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of goods or services from Israel.



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1. **FREE ON BOARD (FOB):** Prices quoted shall be FOB destination and delivered, as required, to the following point(s):

Phoenix Fire Department
Fire Resource Management
2625 S. 19th Ave
Phoenix, AZ 85009

2. **PRICE:** All prices offered shall be firm and fixed for the initial five (5) year contract term. Thereafter, price increases will be considered annually provided the adjustments are submitted in writing with 30 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 Deputy Finance Director or Department Director 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 Deputy Finance Director or Department Director.
3. **DISCOUNTS FROM PUBLISHED CATALOGS/PRICE LISTS:** Contractor must indicate and provide with its submittal, if reasonable, the manufacturer's price list, or catalog that will be in effect at the commencement of the contract and from which the discounts offered will be evaluated. The Procurement Officer must be informed 30 days in advance of any new price list or catalogs and the respective date(s).

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

- 3.1 All discounts offered will be firm and fixed for the entire contract period. Discounts offered must be expressed as a single percentage (%) figure for each contract item. Offers containing chain or multiple discounts may be considered non-responsive.
- 3.2 Offers will be submitted based on a discount from a manufacturer's Published Price List(s) or Catalog which is common to, and accepted by, the industry in general. The lists must be printed or available online, properly identified, and dated as to issuance and effectiveness.



3.3 Revised Price Lists or Catalogs may be used as a means of price adjustment. However, all offers are to be firm for a period of one (1) year after the solicitation due date and pricing cannot be revised during that time. Revised pricing will be accepted only in the event of an industry-wide price change, as evidenced by the issuance of revised price lists, by the manufacturer. Price adjustments will not be made for changes in freight costs.

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

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

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

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

6. **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.



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.
8. **SUPPLIER PROFILE CHANGES:** It is the responsibility of the Contractor to promptly update their profile in procurePHX at 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.
9. **ESTIMATED QUANTITIES OR DOLLAR AMOUNTS:** Quantities and dollar amounts listed are the City’s best estimate and do not obligate the City to order or accept more than City’s actual requirements during the period of this agreement, as determined by actual needs and availability or appropriated funds. It is expressly understood and agreed that the resulting contract is to supply the City with its complete actual requirement for the contract period,
10. **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 thirty 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 Deputy Finance Director or Department Director prior to the institution of the change.
11. **SUSPENSIONS OF WORK:** The Procurement Officer and the project manager reserve 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.
12. **HOURS OF WORK:** All work under this contract shall be coordinated with the City’s project manager. Any changes to the established schedule must have prior written approval by the City’s project manager.
13. **POST AWARD CONFERENCE:** A post-award conference will be held by the Procurement Officer or project manager 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.



14. **OPTION TO EXTEND:** The City may, at its option and with approval of the Contractor, extend the period of this contract one additional five (5) year period.

15. **PERFORMANCE INTERFERENCE:** Contractor shall notify the City’s department contact immediately of any occurrence and/or condition that interferes with the full performance of the contract and confirm it in writing within 24 hours.

Department Contact: Antonino Locascio
Phone: (602) 256-3534

16. **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.

A current listing of eligible entities may be found at www.mesaaz.gov/business/purchasing/save Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective entity. Orders placed by other agencies and payment thereof will be the sole responsibility of that entity. The City shall not be responsible for any disputes arising out of transactions made by other entities who utilize this solicitation.

17. **ADVERTISING:** Contractor will not advertise or publish news releases concerning this contract without the prior written consent of the Deputy Finance Director or Department Director, and the City will not unreasonably withhold permission.

18. **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.

19. **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.

20. **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.



- 21. DELIVERY:** All deliveries shall be made between the hours of 7:30 a.m. and 4:00 p.m., local time, Monday through Friday, excluding City holidays.

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

- 22. 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

- 23. 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 in the bid price schedule.

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.

- 24. DEMONSTRATION:** The City may, in its discretion, require a demonstration of the products or services offered as part of the evaluation process. The demonstration shall be provided by the Contractor at no cost to the City for the period deemed sufficient to properly evaluate the product or service. The exact time, conditions, and terms of the evaluation shall be established at the time a demonstration is requested.

- 25. LIQUIDATED DAMAGES:** If the Contractor fails to deliver the SCBA's, as specified, herein, the supplies as specified herein, or fails to perform the services described, herein, within the time specified in its contract, or any extension thereof, the actual damages to the City for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, the Contractor shall pay to the City as fixed, agreed and liquidated damages for each calendar day of the delay, the amount of **\$500.00**. The City may terminate this contract in whole or in part as



provided in the “Default” provision. In that event, the Contractor shall be liable for such liquidated damages accruing until the City may reasonably obtain delivery or performance of similar supplies and services. The Contractor shall not be charged with liquidated damages when the delay arises out of causes beyond its control and without fault or negligence, as determined by the City. The Deputy Finance Director or Department Director will be the sole judge in determining the liquidated damages.

- 26. INSPECTION AND ACCEPTANCE:** Each product delivered shall be subject to complete inspection by the City prior to acceptance. Inspection criteria shall include, but not be limited to, conformity to the specifications, mechanical integrity, quality, workmanship and materials. Ten business days will be allowed for this process. If delivered items are unacceptable and returned to the Contractor prior to acceptance, an additional five business days will be allowed for inspection when subsequent delivery occurs. It shall be the Contractor’s responsibility to pick up unacceptable products, correct the deficiencies, and return the product following the corrections.
- 27. INVENTORY LEVELS:** Contractor’s inventory levels of the items may be a factor in the City’s award decision. Contractor will be required to maintain sufficient local inventory to provide daily support of the City’s requirement. Failure to supply sufficient support may result in cancellation of the contract.
- 28. MANUALS:** All complete operating manuals and parts manuals are to be furnished upon delivery at no additional cost to the City. Manuals and other materials shall show all self-contained breathing apparatus specifications and mechanical troubleshooting. Paper manuals shall be provided with every purchase. Electronic manuals/media shall be emailed to Antonio.Locascio@phoenix.gov or designee and provided with every purchase.
- 29. NEW EQUIPMENT:** All items offered shall be new equipment supplied from the manufacturer. Offers for remanufactured/refurbished equipment will be considered as non-responsive and rejected.
- 30. PRODUCT DISCONTINUANCE:** The City may award contracts for products and/or models of equipment because of this solicitation. If a product or model is discontinued by the manufacturer, the City, in its sole discretion, may allow the Contractor to provide a substitute for the discontinued item. Contractor shall request permission to substitute a new product or model and will provide the following:
- A formal announcement from the manufacturer that the product or model has been discontinued.
 - Documentation from the manufacturer that names the replacement product or model.



- Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original solicitation
- Documentation that provides clear and convincing evidence that the replacement will be compatible with all functions or uses of the discontinued product or model.
- Documentation from the manufacturer confirming that the price for the replacement item will be the same as the discontinued item.
- The Deputy Finance Director or Department Director will be the sole judge in determining the allowable substitute, new product or model change for discontinued item.

31. PRE-DELIVERY INSPECTION: Onsite inspection of the first unit may be required before delivery. The City reserves the right to inspect the first unit at the factory. This pre-delivery inspection does not constitute final acceptance of the product.

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

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

34. SUBSTITUTION OF SPECIFIED ITEMS: Whenever in the specifications any item or process is requested or identified by manufacturer name, proprietary name, or patent such specifications shall be used to facilitate descriptions of the item or process and shall be followed by the words “or equal”. The Contractor may offer any item or process that is equal in every respect. However, if the item or process delivered is not, in the opinion of the City of Phoenix, equal in every respect to the specifications, then the Contractor must furnish the item or material that is equal, in the opinion of the City.



- 35. FINAL INSPECTION AND APPROVAL:** The Contractor will request the City’s project manager to conduct a site inspection after the project is complete. City’s project manager will prepare a “punch-list” during the inspection and will forward a copy to the Contractor.

After the “punch-list” items have been corrected, the Contractor will request a final inspection with the project manager. Final project approval is contingent upon the City project manager’s final inspection and written approval.

- 36. SPECIFICATIONS:** The specifications and/or drawings associated with this project are intended to generally describe a complete installation. Any additional materials or labor required for the complete project as intended shall be provided by the Contractor, even if it has not been detailed in this document.

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

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



1. DEFENSE AND INDEMNIFICATION CLAUSE:

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.

2. VENDOR’S INSURANCE:

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

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



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

2.1.1. Commercial General Liability – Occurrence Form

General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

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

2.2. **NOTICE OF CANCELLATION:** For each insurance policy required by the insurance provisions of this Contract, the Vendor must provide to the City, within 5 business days of receipt, a notice if a policy is suspended, voided or cancelled for any reason. Such notice must be mailed, emailed, or hand delivered to **Procurement Division, 251 West Washington St., 8th Floor, Phoenix, Arizona 85003; emailed to Mihaela.Grigore@phoenix.gov.**

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

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

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



All certificates required by this Contract must be sent directly to **Procurement Division, 251 West Washington St., 8th Floor, Phoenix, Arizona 85003; emailed to Mihaela.Grigore@phoenix.gov**. The City project/contract number and project description must be noted on the certificate of insurance. The City reserves the right to review complete copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY’S RISK MANAGEMENT DIVISION.**

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



SECTION V – SCOPE OF WORK

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1. EVALUATION CRITERIA

In accordance with the Administrative Regulation, 3.10, award shall be made to the responsible proposer whose proposal is determined to be the most highly rated based upon the evaluation criteria listed below. The evaluation factors are listed in the relative order of importance and more details are provided in Section V – Scope of Work.

A. Conformance with SOW / Project Approach/ Warranty and Maintenance and Repair Services	400 POINTS
B. Firm Experience and Personnel Qualifications	300 POINTS
C. Cost (Section VI – Price Schedule)	200 POINTS
D. Training Schedule and References	100 POINTS

TOTAL AVAILABLE POINTS: 1000 MAXIMUM

- A. Conformance with Scope of Work / Project Approach/ Warranty and Maintenance and Repair Services (400 points)**
- i. Offeror will provide an overview of the Firm’s History, to include the number of years the firm has been in business. Describe the Offeror’s capacity to perform the requirements stated in this solicitation.
 - ii. Offeror shall provide their demonstrated approach to the Scope of Work.
 - iii. Provide the Warranty provisions and describe how this complies with the City requirements.
 - iv. Provide a description of the proposed Maintenance and Repair Services to include: A detailed description of Annual Preventative Maintenance services, Hydrostatic Testing, FIT Testing, Quarterly Preventive Maintenance on Remote Air Systems all sites, any other SCBA related repairs and maintenance which will be provided and are not identified here.
- B. Firm Experience and Personnel Qualifications (300 points)**
- i. FIRM: Offeror shall indicate the number of years(s) of experience which demonstrates the firm has been providing SCBAs, equipment, and maintenance and repair services as being proposed on (must have a minimum of ten (10) years’ experience).
 - ii. FIRM: Offeror shall provide an organizational chart with the key staff which will be assigned to this project. Indicate if subcontractors will be contributing to the performance of the resulting contract. If so, describe the subcontractor’s areas of responsibilities.
 - iii. PERSONNEL: Provide a one page resume for each staff who will be assigned to this project, to include Certified Technicians which demonstrates compliance with the Pre-Award Qualification Criteria, listed in Section I, Item 15.3. Additionally, the narrative shall describe their qualifications, SCBA Certifications, years of experience, relevant



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experience, training and other credentials which illustrate the employee's abilities to successfully complete the scope of services.

C. Cost – Offeror's Total Cost/Price Schedule (200 points)

Provide the pricing form in Section VI – Submittal, Item 9 Price Schedule forms.

D. Training and References (100 points)

Training - Offeror shall provide a description of the proposed training per the requirements stated in Section V – Scope of Work, paragraph 4. Training.

References – Offer shall provide on the Reference form a minimum of three (3) references. References shall be from municipalities/government organizations or firms of similar size as the City's Fire Department, for which the Contractor is currently furnishing or has furnished, in the past, completed service for Self Contained Breathing Apparatus as requested in this solicitation.

2. SCOPE OF WORK

The City of Phoenix Fire Department (PFD), seeks to establish a contract for up to a ten (10) year period, for an open-circuit self-contained breathing apparatus (SCBA).

The City Phoenix Fire Department (PFD), Fire Support Services Division is seeking proposals from qualified Offerors to provide as needed SCBA and related equipment, annual inspection, testing, fit-testing services (SCBA harnesses, RIT paks, regulators). PFD also requests SCBA repair services for the SCBA apparatus, regulators and masks in accordance with the terms, conditions, and specifications contained in this solicitation, while ensuring compliance with all applicable regulatory and warranty requirements.

The SCBA shall consist of the following major sub-assemblies:

- a) full facepiece assembly;
- b) a removable, facepiece-mounted, positive pressure breathing regulator with air saver switch;
- c) an automatic dual path redundant pressure-reducing regulator;
- d) end-of-service time indicators;
- e) a harness and back frame assembly for supporting the equipment on the body of the wearer;
- f) a shoulder strap mounted, remote gauge indicating cylinder pressure;
- g) a Rapid Intervention Crew/Universal Air Connection (RIC/UAC); and
- h) cylinder and valve assembly for storing breathing air under pressure.



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The successful Offeror agrees to provide, at their own expense, a factory trained instructor for such time as the respirator user shall require complete instruction in the operation and maintenance of the respirator. Any exceptions to these specifications must be detailed in a separate attachment. Failure to do so will automatically disqualify the proposer.

2.1 AUTHORIZED DISTRIBUTOR / RE-SELLER

In order for Offeror’s to be responsive to this solicitation, the proposer must be a sales distributor, authorized by the manufacturer, to sell Self Contained Breathing Apparatus equipment as specified herein.

The SCBA distributor shall bear the sole responsibility for addressing operational or maintenance customer service issues with the SCBA. If an SCBA component is provided to the SCBA distributor from a supplier, the SCBA distributor shall be responsible for addressing operational and maintenance issues with the component. For example, if there are failure issues with the UAC fitting, the SCBA supplier is responsible for a solution. Directing the fire department to contact the UAC fitting manufacturer is not an acceptable solution.

The SCBA distributor must have a local Phoenix or Maricopa County representative to support the use and maintenance of the SCBA.

2.2 BRAND SPECIFIC EQUIPMENT/PRODUCTS

2.2.1 The City will only accept Scott brand products.

2.2.2 Proposers who provide equipment / products in lieu of Scott brand equipment for these items will be deemed as non-responsive, and will not be considered for further evaluation.

A. Scott Brand Equipment/Products

Item No.	Description	Quantity (10 years)
1	Scott Air-Paks X3 Pro Sets (2018 Edition) with CGA Cylinder Connection, 4.5 Standard Harness with Parachute Buckles, Standard B-belt with No Escape Rope, E-Z Flo Regulator with Quick Connect Host (Rectus fittings), Universal EBSS Accessory Hose, No Airline Connection, No Spare Harness Kit, SEMS II Pro, No Case, Packaged 2 SCBA per Box (Black)	1300
2	Scott Cylinders - 45 Minute 4500 PSI	4000



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3	Scott Cylinders - 60 Minute 4500 PSI	500
4	Scott PAPR C420	100
5	Scott P100 Half Mask	2000
6	Scott AV2000 Cartridge	5000
7	Scott Cartridge Adaptor (AV3000)	2000
8	Scott SKA-PAK AT Supplied Air Respirator	200
9	Scott Mobile Air Cart	20
10	Scott Breathing Air Hose – 600 feet	120
11	Scott Rapid Intervention Team (RIT) Pak III	25
12	Scott AV-3000 Face Pieces (Masks) Small	3000
13	Scott AV-3000 Face Pieces (Masks) Medium	3000
14	Scott AV-3000 Face Pieces (Masks) Large	6000
15	Scott Face-mounted regulators	2000
16	Scott Voice Amplifier	2000
17	Scott Mesh Head Net	3000

2.3 MAINTENANCE AND REPAIR SERVICES

- The PFD is seeking the services of a qualified repair service company to provide annual inspection, testing, fit-testing services, and required repairs on our Self Contained Breathing Apparatus (SCBA) as required by National Fire Protection Association (NFPA). All items to be serviced and replaced must be Scott Safety products. These services will be reimbursed using the Offeror's proposed hourly rates in Section VI – Submittals, Item 9B Hourly Rate Pricing.
- The contracted company shall perform all annual flow testing and fit-testing as required by *NFPA 1852; warranty work as required; periodic non-warranted repairs to SCBA equipment upon request of the Department; and maintaining comprehensive records of all repairs and testing performance. Copies of all completed fit tests should be provided to the Department upon conclusion.
- The company must be certified and licensed by Scott Health & Safety, a Division of Scott Technologies, to perform such services. Copies of all required certification and license should be included with vendor's proposal, and upon request of the City.



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- The City will pay for all necessary parts for non-warranty work furnished under this contract.
- Only Original Equipment Manufacturer (OEM) parts may be utilized, unless authorized by appropriate City personnel. The Offeror shall submit a percentage discount from manufacturer’s suggested retail price (MSRP) list, to add to the Contractor’s net cost for services rendered.

B. Hourly Rate Pricing

Item No.	Description	Quantity (10 years)
1	SCBA Annual Inspection, testing, and fit-testing services beginning Contract Year 2. (1300 SCBA’s x 10 years)	13,000
2	<u>Repair Services</u> - Certified Repair Technician hourly rate - Hourly rates shall be all inclusive for this type of service. <i>Note: The hourly rate shall not include costs for replacement parts for non-warranty work furnished under this contract.</i>	500 hours

2.4 PERCENTAGE % PRICING

Description
All other equipment, parts and products not identified in Item A above, will be purchased off of the manufacture’s catalog or published list, at the proposed percentage % discount price.

2.5 EQUIPMENT TRADE IN

Description
Trade-in equipment offered in this solicitation will be as-is, where-is with no warranty either express or implied as to current condition. All associated costs, to include, but not limited to: labor and equipment required for the removal will be the responsibility of the Contractor.



2.6 REGULATORY APPROVALS

- a. The SCBA shall maintain all (National Institute for Occupational Safety and Health (NIOSH) and NFPA 1500 standards with any of the following types of cylinders listed as provided by the SCBA manufacturer.
- b. The SCBA shall be approved to NIOSH 42 CFR, Part 84 for chemical, biological, radiological and nuclear protection (CBRN).
- c. The SCBA shall be compliant to NFPA 1981 and NFPA 1982, 2018 Edition, Standard on Open-Circuit Self-Contained Breathing Apparatus for Emergency Services.
- d. The SCBA shall be compliant to NFPA 1981 and NFPA 1982, 2018 Edition, Standard on Personal Alert Safety Systems (PASS), if including integrated PASS Device.
- e. If the SCBA is to include an optional integrated self-rescue device, the device shall be compliant to the NFPA 1983, 2018 Edition, Standard on Life Safety Rope and Equipment for Emergency Services.
- f. All electronic components shall be approved for Intrinsic Safety under UL 913 Class I, Groups C and D, Class II, Groups E, F and G, Hazardous locations.

2.7 FACE PIECE

- a. The facepiece shall have a large diameter inlet serving as the female half of a quarter (1/4) turn coupling which mates with the positive pressure breathing regulator.
- b. The facepiece shall be approved for use with multiple respiratory applications to enable the same user to switch from one application to another without the use of tools and without doffing the facepiece
- c. The full facepiece assembly shall fit persons of varying facial shapes and sizes with minimal visual interference.
- d. The full facepiece assembly shall be available in three sizes marked “S” for small, “M” for Medium and “L” for large.
- e. The facepiece sizes shall be easily identifiable through a color-coding scheme.
- f. The facepiece assembly, including head harness, shall be latex free.
- g. The facepiece series shall have a face seal that is secured to the lens by a U-shaped channel frame that is retained to the lens using two fasteners.
- h. The face seal shall be a reverse reflex design for enhanced fit and comfort.
- i. The facepiece shall contain inhalation valves that are readily visible to enable quick visual inspection.



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- j. The lens shall be a single, replaceable, modified cone configuration constructed of a non-shatter type polycarbonate material.
- k. In accordance with NIOSH 42 CFR part 84, the facepiece meets penetration and impact requirements, including compliance with ANSI Z87.1 – 2010.
- l. The lens shall have a coating to resist abrasion and chemical attack and meet the requirements of NFPA-1981 for lens abrasion.
- m. The lens shall have an internal anti-fog coating to reduce fogging of the lens.
- n. Multi-directional voice-emitters shall be mounted on both sides of the facepiece and ducted directly to an integral silicone nose cup to enhance voice transmission.
- o. The facepiece assembly shall be able to incorporate multiple electronic communications options (amplification, radio interface, wireless, etc) without affecting NIOSH approvals or NFPA/CBRN approvals where applicable.
- p. The facepiece shall enable the installation of communications bracket on either the right or left side.
- q. The head harness shall be available in a five-point suspension made in the fashion of a net hood to minimize interference between securing of the facepiece and the wearing of head protection.
- r. The head harness shall be available in a five-strap and four-strap configuration.
- s. The head harness shall be constructed of a para-aramid material for fire, first responder and CBRN applications.
- t. The head harness shall include either a positioning strap or an integrated handle to assist with donning of the facepiece.
- u. Two flame resistant elastic straps, attached to the face seal in four locations, shall provide adjustment for proper face sealing.

2.8 MASK- MOUNTED REGULATOR

- a. The facepiece-mounted positive pressure-breathing regulator shall supply and maintain air to the facepiece to satisfy the needs of the user at a pressure greater than atmospheric by no more than 1.5 inches of water pressure static.
- b. The breathing regulator shall maintain positive pressure during flows of up to 500 standard liters per minute.
- c. The breathing regulator shall also meet or exceed a dynamic flow requirement of remaining positive while supplying a minute volume of 160 liters.



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- d. The breathing regulator shall have attached a low-pressure hose which shall be threaded through the left shoulder strap to couple to the pressure-reducing regulator mounted on the back frame.
- e. An optional breathing regulator with a inline quick connect coupling shall be available for use with the optional outlet manifold and accessory hose to allow the breathing regulator to be disconnected from the unit and reconnected to the auxiliary hose of a second unit in the event rescue is required.
- f. The optional quick connect coupling shall be easily connected and disconnected by trained individuals with a gloved hand and/or in low light conditions.
- g. The optional quick connect coupling shall not allow the air hose to be connected without the HUD Connection.
- h. The optional coupling shall also be guarded against inadvertent disconnect during use of the equipment.
- i. The low-pressure hose shall be equipped with a swivel attachment at the facepiece mounted breathing regulator.
- j. The breathing regulator shall connect to the facepiece by way of a quarter (1/4) turn coupling.
- k. The user shall hear an audible sound when the breathing regulator is attached correctly to the facepiece.
- l. The breathing regulator shall be equipped with a doughnut-shaped gasket which provides a seal against the mating surface of the facepiece.
- m. The breathing regulator cover shall be fabricated of a flame resistant, high impact plastic.
- n. The breathing regulator shall have a demand valve to deliver air to the user, activated by a diaphragm responsive to respiration.
- o. The demand valve shall use an extended temperature range dynamic O-ring seal composed of a fluorosilicone elastomer.
- p. The diaphragm shall include the system exhalation valve and shall be constructed from a high strength butyl elastomer.
- q. A purge valve shall be situated at the inlet of the breathing regulator and shall be capable of delivering airflow of between 125 and 225 standard liters per minute.
- r. The breathing regulator shall be designed to direct the incoming air through a spray bar and over the inner surface of the facepiece lens for defogging purposes.
- s. The components of the breathing regulator shall be constructed of materials that are not vulnerable to corrosion.



- t. The flame-resistant cover shall contain an air saver switch and pressure demand bias mechanism.
- u. The breathing regulator shall reactivate and supply air only in the positive pressure mode when the wearer affects a face seal and inhales.
- v. This device shall not affect the breathing flow through the system while in operation.

2.9 PRESSURE REDUCER WITH SNAP-CHANGE CYLINDER CONNECTION

- a. The pressure-reducing regulator shall be mounted at the waist on the back frame and be coupled to the cylinder valve through a patented stainless steel quick connect snout for engagement and sealing within the cylinder valve outlet.
- b. The cylinder shall be secured to the pressure-reducing regulator with two pull-rings 180° from each other.
- c. A stainless-steel rod shall secure each of the pull-rings to prevent removal of the cylinder while the SCBA is pressurized.
- d. The stainless-steel rods shall be actuated when the cylinder is opened and when cylinder pressure is above 30 psig.
- e. In lieu of a manual by-pass, the pressure-reducing regulator shall include a back-up pressure-reducing valve connected in parallel with the primary pressure-reducing valve and an automatic transfer valve for redundant control.
- f. The back-up pressure-reducing valve shall also be the means of activating the low-pressure alarm devices in the facepiece-mounted breathing regulator.
- g. This warning shall denote a switch from the primary reducing valve to the back-up reducing valve whether from a malfunction of the primary reducing valve or from low cylinder supply pressure.
- h. A press-to-test valve shall be included to allow functional testing of the back-up reducing valve.
- i. The pressure-reducing regulator shall have extended temperature range dynamic O-ring seals composed of fluorosilicone elastomer.
- j. The pressure-reducing regulator shall have incorporated a reseatable over-pressurization relief valve which shall prevent the attached low-pressure hose and facepiece-mounted breathing regulator from being subjected to high pressure.



2.10 PRESSURE REDUCER WITH COMPRESSED GAS ASSOCIATION (CGA) CYLINDER CONNECTION

- a. The pressure-reducing regulator shall be mounted at the waist on the back frame and be coupled to the cylinder valve through a short length of internally armored high-pressure hose with a hand coupling for engagement and sealing within the cylinder valve outlet.
- b. In lieu of a manual by-pass, the pressure-reducing regulator shall include a back-up pressure-reducing valve connected in parallel with the primary pressure-reducing valve and an automatic transfer valve for redundant control.
- c. The back-up pressure-reducing valve shall also be the means of activating the low-pressure alarm devices in the facepiece-mounted breathing regulator.
- d. This warning shall denote a switch from the primary reducing valve to the back-up reducing valve whether from a malfunction of the primary reducing valve or from low cylinder supply pressure.
- e. A press-to-test valve shall be included to allow functional testing of the back-up reducing valve.
- f. The pressure-reducing regulator shall have extended temperature range dynamic O-ring seals composed of fluorosilicone elastomer.
- g. The pressure-reducing regulator shall have incorporated a reseatable over-pressurization relief valve which shall prevent the attached low-pressure hose and facepiece-mounted breathing regulator from being subjected to high pressure.

2.11 END OF SERVICE TIME INDICATOR (EOSTI)

- a. The SCBA shall have two end-of-service time indicators (EOSTI). A tactile alarm and a Heads-Up Display (HUD).
- b. The primary EOSTI shall be the integral low-pressure alarm device that shall combine an audible alarm with simultaneous vibration of the facepiece.
- c. The primary EOSTI shall be located in the facepiece-mounted positive pressure breathing regulator.
- d. This alarm device shall indicate either low cylinder pressure (35% +/- 2%) or a malfunction of the primary pressure-reducing valve (first stage regulator).
- e. The HUD shall serve as the secondary EOSTI.
- f. The HUD shall be powered by the SCBA's single power supply.
- g. It shall be mounted in the user's field of vision on the facepiece-mounted positive pressure breathing regulator.



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- h. It shall display cylinder pressure in increments of 100%, 75%, 50% and 35%.
- i. The display shall not have a numerical representation of bottle pressure.
- j. At full cylinder pressure, two green Light Emitting Diodes (LED) shall be illuminated.
- k. At three-quarter cylinder pressure, one green LED shall be illuminated.
- l. At one-half cylinder pressure, one “yellow” LED shall be illuminated and flash at a rate not to exceed one (1x) time per second.
- m. At one-third cylinder pressure, one “red” LED shall be illuminated and flash at a rate not to exceed ten (10x) times per second.
- n. The HUD shall have a low battery indication that is distinct and distinguishable from the bottle pressure indications.

2.12 HARNESS AND BACKFRAME ASSEMBLY

- a. A lightweight, lumbar support style back frame and harness assembly shall be used to carry the cylinder and valve assembly and the pressure-reducing regulator assembly.
- b. The back frame shall be a solid, one-piece black powder-coated aluminum alloy frame that is contoured to follow the shape of the user’s back.
- c. The back frame shall include a shroud to streamline hose and wire management by minimizing exposure of the low-pressure hose and electronics molded cable.
- d. The back frame shall include a mounting for the pressure reducing regulator located at the waist.
- e. The back frame shall include an over-the-center, adjustable tri-slide fixture, a para-aramid strap and a double-locking latch assembly to secure 30, 45, 60, or 75-minute cylinders.
- f. The back frame shall include a mounting area suitable for installation of a distress alarm integrated with the SCBA.
- g. The harness assembly shall include a waist pad and shoulder pads constructed of an outer shell material and incorporating a closed cell foam design to help minimize water absorption.
- h. The mounting area shall permit installation of a distress alarm sensor module in an area between the pressure reducer and the back frame.
- i. The harness assembly shall incorporate parachute-type, quick release buckles with an integrated bail to help secure the webbing. Optional spring (alligator) clips shall also be available.
- j. The harness assembly shall consist of a one size black para-aramid strap with two red stripes along the outer edges and a reflective stripe in the center for enhanced visibility.



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- k. The harness assembly shall include a seat-belt type waist belt attachment.
- l. The harness assembly shall include box-stitched construction with no screws or bolts.
- m. The harness assembly shall be removable from the back frame without the use of tools.
- n. The harness assembly shall be machine washable to help with exposure reduction.
- o. The harness assembly shall accommodate a waist belt extension.
- p. The waist pad shall be attached to the back frame such that movement by the wearer provides natural articulation. Articulation shall be accomplished without the use of mechanical devices.
- q. The waist pad and belt shall freely wrap around and conform to the wearers' hips.
- r. The shoulder harness shall be fitted with a Drag Rescue Loop (DRL) capable of being deployed in an emergency situation to drag a downed firefighter to safety.
- s. The Drag Rescue Loop (DRL) shall be sewn into the shoulder harness assembly and shall provide a horizontal pull strength of 1000 lbs.
- t. The Drag Rescue Loop (DRL) shall be stored in a manner to prevent accidental snag but maintain accessibility with gloved hands.
- u. The shoulder harness shall be attached to the back frame such that the harness presents itself for ease of donning.
- v. The shoulder harness shall include reflective material to enhance the visibility of the wearer in low-light conditions.
- w. The shoulder harness shall accommodate two distinct positions for a chest strap attachment.
- x. The shoulder harness shall accommodate a mounting clip for attachment of a handheld radio remote speaker microphone.

2.13 RAPID INTERVENTION CREW/ UNIVERSAL AIR CONNECTION (RIC/UAC)

- a. The SCBA shall incorporate a RIC/UAC fitting to be compliant with the 2018 edition of the NFPA 1981 Self-Contained Breathing Apparatus standard.
- b. The RIC/UAC shall be an integral part of the pressure reducer and protected by the back frame.
- c. The RIC/UAC inlet connection shall be within 4" (4-inches) of the tip of the CGA threads of the cylinder valve.



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- d. The RIC/UAC shall consist of a connection for attaching a high-pressure air source and a self-resetting relief valve allowing a higher pressure than that of the SCBA to be attached to the SCBA.
- e. The self-resetting relief valve shall be color-coded to identify pressure rating of the SCBA.
- f. The RIC/UAC shall have a check valve to prevent the loss of air when the high-pressure air source has been disconnected.

2.14 CYLINDER

- a. The cylinder threads shall be straight with an O-ring or quad-ring gasket type seal.
- b. The cylinder valve shall be a “fail open” type, constructed of forged aluminum and designed such that no stem packing or packing gland nuts are required.
- c. It shall contain an upper and lower seat such that the pressure will seal the stem on the upper seat, thus preventing leakage past the stem.
- d. No adjustment shall be necessary during the life of the valve.
- e. If the SCBA is equipped with a CGA cylinder connection, the cylinder valve outlet shall be a modification of the Compressed Gas Association (CGA) standard threaded connection number 346 for breathing air for 2216 and CGA 347 for 4500 and 5500 systems.
- f. If the SCBA is equipped with a Snap-Change Cylinder connection, the cylinder valve shall be designed with a patented stainless steel quick connect snout that delivers air directly to the first stage pressure-reducing regulator. The quick connect snout shall be an integral part of the cylinder valve, rather than an adapter that threads onto the CGA fitting.
- g. If the SCBA is equipped with a Snap-Change Cylinder connection, the cylinder valve shall be offered with a CGA 346 or CGA 347 fitting for the purposes of filling the cylinder only.
- h. If the SCBA is equipped with a Snap-Change Cylinder connection, the fill fitting shall have a check valve to prevent flow from the cylinder.
- i. If the SCBA is equipped with a Snap-Change Cylinder connection, the fill fitting shall be provided with a dust cover to protect threads from damage and prevent interior surfaces from being contaminated when not in use.
- j. If the SCBA is equipped with a Snap-Change Cylinder connection, the dust cover shall be retained to the cylinder valve.
- k. Each cylinder valve shall consist of the following: 1) a hand activated valve mechanism with a spring-loaded, positive action, ratchet type safety lock and lock-out release for selecting “lock open service” or “non-



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lock open service”; 2) an upstream connected frangible disc safety relief device; 3) a dual reading pressure gauge indicating cylinder pressure at all times; 4) an elastomeric bumper; 5) an angled outlet.

- l. The cylinder valve shall have an RFID tag molded into the elastomeric bumper with a universal RFID marking embossment.
- m. The RFID tag shall be capable of storing product specific information, including serial number, manufacture date, hydrostatic test date, pressure rating, life expectancy, and fill logs.
- n. The SCBA shall maintain all NIOSH and NFPA standards with any of the following types of cylinders listed as provided by the SCBA manufacturer.
- o. The cylinder shall be manufactured in accordance with DOT specifications and meet the Transport Canada requirements with a working pressure of 2216 psig.
- p. The cylinder shall be made of an aluminum alloy.
- q. The cylinder shall be available in a 30-minute duration based on the NIOSH breathing rate of 40 liters per minute (lpm).
- r. The cylinder shall be manufactured in accordance with DOT specifications and meet the Transport Canada requirements with working pressures of 2216, 4500, or 5500 psig.
- s. The cylinder shall be lightweight, composite type cylinder consisting of an aluminum alloy inner shell, with a total overwrap of carbon fiber, fiberglass and an epoxy resin.
- t. The cylinder shall have a 2D barcode located under the protective gel coat programmed with the following information, at a minimum: serial number, manufacture date, and hydrostatic test date.
- u. The cylinder shall be available in a 30-minute, 45-minute, 60-minute or 75 minute duration based on the NIOSH breathing rate of 40 liters per minute (lpm).
- v. The cylinder shall be available in an approved 30-year life design as defined by the DOT Special Permit 14232.

2.15 PASS ALERT SAFETY SYSTEM WITH FIREFIGHTER LOCATOR

- a. The PASS Device shall be compliant to the NFPA 1982, 2018 Edition Standard on Personal Alert Safety Systems.
- b. Operation of this distress alarm shall be initiated with the opening of the valve of an SCBA charged cylinder.
- c. The system shall feature a “hands-free” re-set capability that may be activated by means of a slight movement of the SCBA when the system is in a pre-alarm mode.



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- d. The system shall operate from a single power source-containing six “AA” batteries.
- e. The battery life of the SCBA with PASS only shall be no less than 200 hours.
- f. The system shall have a battery check function that provides an LED indication of battery status while the SCBA is not pressurized.
- g. When the PASS is manually activated, the locator system shall immediately emit a 2.4 GHz signal to be received by a separate hand-held receiver.
- h. When the PASS is activated due to lack of motion, the locator system shall have a ten second delay prior to emitting a 2.4 GHz signal to be received by a separate hand-held receiver.
- i. The system shall utilize a 2.4 GHz signal to provide the best path to a “downed” firefighter.
- j. The locating system shall be programmable with eight alphanumeric characters to provide identification information.
- k. The PASS device shall contain two components: a Console and a Sensor Module.
- l. When the PASS device goes into pre-alarm, the user shall be notified through a distinct light pattern in the breathing regulator-mounted HUD display.

2.16 CONSOLE

- a. The console shall be located on the user’s right shoulder harness.
- b. The console shall contain an integral edge lit mechanical pressure gauge that is automatically turned on by opening the cylinder valve.
- c. The console shall display to the user the following: Pre-Alarm: alternating red flashing LED’s; Full Alarm: dual flashing red LED’s and a flashing PASS icon; Low Battery: red flashing LED’s; Normal System Operation: flashing green LED.
- d. The console shall contain a photo sensing diode that automatically adjusts the brightness of the HUD as the ambient lighting conditions change.
- e. The console shall contain an integrated RFID tag.
- f. The console shall contain push buttons for user interface.
- g. The push buttons shall be designed to minimize accidental activation.
- h. A yellow color-coded push button shall permit system re-set.
- i. A red color-coded push button shall permit manual activation of the full alarm mode.
- j. The console shall be equipped with a LED “External HUD” allowing others to determine the wearer’s cylinder pressure through the same color-code scheme as the breathing regulator- mounted HUD.



- k. A green LED shall be illuminated across the gauge face to indicate a cylinder with greater than half cylinder pressure.
- l. A yellow LED shall be illuminated across the gauge face to indicate a cylinder with less than half cylinder pressure.
- m. A red LED shall be illuminated across the gauge face to indicate a cylinder with less than 35%-cylinder pressure.

2.17 SENSOR MODULE

- a. The system shall include a sensor module mounted to the SCBA back frame and located in an area between the cylinder and back frame in a manner designed to protect the assembly from damage.
- b. The sensor module shall contain a motion sensor that is sensitive to user hip movement to reduce false activations.
- c. The sensor module shall contain redundant, dual sound emitters for the audible alarm and dual visual “buddy” indicator lights.
- d. The sensor module sound emitters shall be oriented in multi directions for optimal sound projection.
- e. The sensor module sound emitters shall broadcast a unique alarm tone for the following conditions: Pre-alarm PASS, Full-alarm PASS, EVAC, System Integrity, PAR, and Low-battery.
- f. The visual indicators on the back frame mounted sensor module shall flash green during normal operation.
- g. The visual indicators shall flash red when the device is in pre-alarm and full-alarm.
- h. The visual indicators shall flash orange when the SCBA has reached one-half cylinder pressure.
- i. The visual indicators shall flash a combination of red, green, and white when the SCBA has reached 35% of the rated cylinder pressure.
- j. The sensor module shall have a Bluetooth chip set integral to the unit to provide wireless connectivity to external devices.

2.18 PERSONAL ALERT SYSTEM WITH ACCOUNTABILITY

- a. The PASS Device shall be compliant to the NFPA 1982, 2018 Edition Standard on Personal Alert Safety Systems.
- b. Operation of this distress alarm shall be initiated with the opening of the valve of an SCBA charged cylinder.
- c. The system shall feature a “hands-free” re-set capability that may be activated by means of a slight movement of the SCBA when the system is in a pre-alarm mode.
- d. The system shall operate from a single power source containing six “AA” batteries.



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- e. The system shall have a battery check function that provides an LED indication of battery status while the SCBA is not pressurized.
- f. When the PASS is manually activated, the locator system shall immediately emit a 2.4 GHz signal to be received by a separate hand-held receiver.
- g. When the PASS is activated due to lack of motion, the locator system shall have a ten second delay prior to emitting a 2.4 GHz signal to be received by a separate hand-held receiver.
- h. The system shall utilize a 2.4 GHz signal to provide the best path to a “downed” firefighter.
- i. The locating system shall be programmable with eight alpha-numeric characters to provide identification information. The system shall transmit user status information at a frequency of 2.4 GHz on a self-healing mesh network system that when deployed allows each energized SCBA to function as a repeater ensuring system connectivity.
- j. The system shall provide bi-directional communications between incident command and the SCBA wearer.
- k. The communication shall contain: the user’s name or ID, cylinder pressure, PASS alarms, PASS Acknowledgement, evacuation status, evacuation acknowledgement, Withdraw status, Withdraw acknowledgement, System status, and Electronic PAR status.
- l. The PASS device shall contain two components: a Console and a Sensor Module.
- m. When the PASS device goes into pre-alarm, the user shall be notified through a distinct flashing light pattern in the breathing regulator-mounted HUD display.
- n. The console shall be located on the user’s right shoulder harness
- o. The control console shall come with a mechanical (analog) pressure gauge that is angled at 30°.
- p. The console shall contain an integral edge lit mechanical pressure gauge that is automatically turned on by opening the cylinder valve.
- q. The console shall display to the user the following: Pre-Alarm: alternating red flashing LED’s; Full Alarm: dual flashing red LED’s and a flashing PASS icon; Low Battery: red flashing LED’s; Normal System Operation: flashing green LED.
- r. The console shall also include icons to indicate Range Status, Evacuation, Withdraw (self-evacuation), ePAR, and when the system is ready to receive the user’s ID through an RFID card.
- s. The console shall contain a photo sensing diode to dim and brighten the HUD as the ambient lighting conditions change.
- t. The console shall contain an integrated RFID tag.



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- u. The console shall contain push buttons for user interface.
- v. The push buttons shall be designed to minimize accidental activation.
- w. A yellow color-coded push button shall permit system re-set.
- x. A red color-coded push button shall permit manual activation of the full alarm mode.
- y. A gray color-coded push button shall permit the activation of the withdraw mode.
- z. The console shall be equipped with a LED “External HUD” allowing others to determine the wearer’s cylinder pressure through the same color-code scheme as the breathing regulator-mounted HUD.
- aa. A green LED shall be illuminated across the gauge face to indicate a cylinder with greater than half cylinder pressure.
- bb. A yellow LED shall be illuminated across the gauge face to indicate a cylinder with less than half cylinder pressure.
- cc. A red LED shall be illuminated across the gauge face to indicate a cylinder with less than 35% of the rated cylinder pressure.
- dd. The system shall include a sensor module mounted to the SCBA back frame and located in an area between the cylinder and back frame in a manner designed to protect the assembly from damage.
- ee. The sensor module shall contain a motion sensor that is sensitive to user hip movement to reduce false activations.
- ff. The sensor module shall contain redundant, dual sound emitters for the audible alarm and dual visual “buddy” indicator lights.
- gg. The sensor module sound emitters shall be oriented in multi- directions for optimal sound projection.
- hh. The sensor module sound emitters shall broadcast a unique alarm tone for the following conditions: Pre-alarm PASS, Full- alarm PASS, EVAC, System Integrity, ePAR, and Low-battery.
- ii. The visual indicators on the back frame mounted sensor module shall flash green during normal operation.
- jj. The visual indicators shall flash red when the device is in pre-alarm and full-alarm.
- kk. The visual indicators shall flash orange when the SCBA has reached one-half cylinder pressure.
- ll. The visual indicators shall flash a combination of red, green, and white when the SCBA has reached 35% of the rated cylinder pressure.
- mm. The sensor module shall have a Bluetooth chip set integral to the unit to provide wireless connectivity to external devices.
- nn. The optional Universal Emergency Breathing Safety System (UEBSS) shall be approved to NIOSH 42CFR, Part 84 and NFPA 1981, 2018 Edition.



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- oo. The UEBSS shall have one of each of the following requirements; (1) a manifold with one each of a Rectus female socket and Rectus male plug, both of which have check valves, (2) 40” minimum low-pressure hose, (3) a pouch for storing the hose, and (4) a dust cap for the female socket and male plug.
 - pp. The UEBSS shall be positioned on the wearer’s right side and shall be capable of allowing for six feet of hose between like systems.
 - qq. The manifold shall be made of aluminum and be anodized black.
 - rr. The female socket and male plug shall have spacing, no less than 15° off-center.
 - ss. The female socket shall have a double action to disengage, noted as a “push-in/pull-back”.
 - tt. The female socket shall have an internal check valve.
 - uu. The male plug shall have an external check valve.
 - vv. The hose shall be made of high temperature rubber capable of sustaining a maximum 250 psig of pressure.
 - ww. The containment system shall include a pouch and shall be made of para-aramid materials and shall be capable of storing 36” of hose.
 - xx. The pouch shall be attached to the SCBA by snap fasteners.
 - yy. The pouch shall have a pull-strap to assist with opening of the flap and gaining access to the hose and manifold assembly.
 - zz. The pouch shall be marked “UEBSS” and be constructed of reflective material.
-
- aaa. The pouch shall be removable from the back frame without the use of tools.
 - bbb. The UEBSS shall have provision for connection of a supplied airline for extended duration use while reserving the cylinder supply for egress.
 - ccc. The UEBSS shall connect to a supplied airline using an extended duration airline adapter.
 - ddd. The extended duration airline adapter shall have a female quick connect fitting on one end to connect to the UEBSS.
 - eee. The extended duration airline adapter shall have a male quick connect fitting on one end to connect to a supplied airline. The adapter shall be able to accommodate Hansen, Foster, Hansen HK, or Schrader.
 - fff. The extended duration airline adapter shall have a check valve to prevent the accidental loss of air when the adapter is disconnected from the supplied airline.



2.19 INTEGRATED SELF-RESCUE BELT

- a. The optional integrated self-rescue belt shall be compliant to the NFPA 1981, 2018 edition and NFPA 1983, 2017 edition standards.
- b. The waist belt shall be available in a single size, adjustable to fit waist sizes 28” to 50”.
- c. The waist belt shall be constructed of 100% Kevlar webbing.
- d. The waist belt shall be fire-resistant to meet the NFPA 1981 and NFPA 1983, 2018 edition standard.
- e. The waist belt shall have dual adjustment points to allow the belt to remain centered while donning.
- f. The waist belt shall utilize side thumb-release buckles for ease of doffing.
- g. The waist belt shall incorporate an optional quick release feature to jettison the SCBA.
- h. The waist belt shall have a non-jettison option.
- i. The waist belt shall utilize the patented COBRA buckle system.
- j. The waist belt shall include a D-ring integrated into the front buckle that can be utilized as an NFPA 1983 rated attachment or positioning point.
- k. The assembly shall consist of the following components: waist belt, life safety rope, fall descent device and anchor connector.
- l. The life safety rope shall be Tsafe 7.5mm escape rope utilizing a Technora sheath and nylon core construction.
- m. The descent device shall be an auto-locking F4 descender with single brake.
- n. The system shall have an option for either a lightweight, aluminum Lightning GT hook or a steel Crosby hook.
- o. The complete system shall be capable of a 3,034 lb. static load.

2.20 ELECTRONIC VOICE COMMUNICATIONS

- a. The respirator shall have an optional facepiece-mounted voice amplification device to electronically project the user’s voice.
- b. The respirator shall have an optional facepiece-mounted radio interface communication system that provides voice amplification and wireless communication with two-way radios.
- c. The respirator shall have an optional facepiece-mounted radio direct interface communication system that provides voice amplification and wireless communication with two-way radios.



2.21 IN MASK THERMAL IMAGER

- a. The respirator shall have an optional hands-free, in-mask thermal imager.
- b. The in-mask thermal imager shall consist of a facepiece-mounted thermal imaging camera and an in-mask display.

3. EMERGENCY TWENTY-FOUR HOUR SERVICE

Emergency twenty-four (24) hour service is to be provided by Contractor at no additional cost. Contractor shall provide an emergency contact person, with phone number, who is authorized to release information, parts and/or material to the City during no-business hours, in the event of an emergency repair requirement. Any changes in contracts must be promptly submitted to the City.

4. **TRAINING: Initial Training:** Contractor shall include a total of forty (40) hours of onsite training for a minimum of six (6) City personnel to assure proper operation and utilization of the equipment. The number of training hours may be reduced by the Fire Department at its discretion. Costs for all training shall be included in the proposal price. All manuals and other materials necessary for the required training shall be furnished by the Contractor at no additional cost to the City.

On-Going Training: Once every two (2) years the Offeror will train a minimum of 2 Fire staff employees with operating and repairs. The date(s) will be mutually agreed upon by the City and the Contractor.

Training shall be provided at a location acceptable to the City, for the SCBA maintenance staff of the Phoenix Fire Department. The training shall be at a factory certified level, allowing City personnel to conduct all warranty and service work.

5. **WARRANTY:** All equipment supplied under this contract shall be fully guaranteed by the contractor for a minimum period of ten (10) years from the date of acceptance by the City. Any defects of design, workmanship, or materials that would result in non-compliance with the contract specifications shall be fully corrected by the contractor (including parts and labor) without cost to the City.

- The SCBA unit shall be covered by a warranty providing protection against defects in materials and workmanship.
- The warranty shall not require a registration in order to activate.
- The warranty shall not be contingent upon completing mandatory overhaul or recommended preventative maintenance.

GUARANTEE: Unless otherwise specified, all items shall be guaranteed for a minimum period of one (1) year from date of acceptance by the City against defects in material and workmanship. At any time during that period, if a defect should



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occur in any item that item shall be replaced or repaired by Contractor at no obligation to the City except where it be shown that the defect was caused by misuse and not by faulty design.

QUALITY: Contractor expressly warrants that all goods or services furnished under this Contract shall conform to the specifications, appropriate standards, and will be new and free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which City intends to use the goods or services, Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to the City, its successors, and assigns.

6. SINGLE SOURCE FOR WARRANTY WORK:

Contractor shall be fully responsible for all warranty work. In addition, Contractor shall have or establish a single local Phoenix source that will accomplish or coordinate any necessary warranty work. Contractor shall respond to requests for repairs within twenty-four (24) hours after a verbal request by the City.

7. WORKMANSHIP:

Where not more specifically described in any of the various sections of the specifications provided herein, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion of the services. All work shall be executed by personnel skilled in their respective lines of work.

8. REMOVAL AND TRADE IN OF EQUIPMENT: Trade-in equipment offered in this solicitation will be as-is, where-is with no warranty either express or implied as to current condition. All costs, labor, and equipment required for the removal will be the responsibility of the Contractor.

9. FUTURE UPGRADES AND TECHNOLOGICAL ADVANCEMENTS

9.1 If the "Desirable Options" items described in Paragraph 14, Section IV are not proven options at the time of purchase, the Phoenix Fire Department



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would like the option of adding any available options to the base SCBAs when the technology reaches a point that any such options are proven.

- 9.2 The SCBA will be of such design that it will easily accept for modification, any future options as described in Paragraph 14, Section IV, “Desirable Options”.
- 9.3 The Contractor will establish and provide a pricing policy for such option additions, with the purchase to be exercised at the discretion of the Phoenix Fire Department.
- 9.4 If modifications or upgrades are made to the SCBA to comply with the next editions of NFPA 1981 and NFPA 1982, upgrade kits or parts necessary to accomplish compliance with the 2019 edition of these standards shall be provided to the Phoenix Fire Department at no cost



SECTION VI – SUBMITTALS

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1. COPIES:

Submission In-Person by Appointment: Per the requirements in Section I, Instructions, Item 3. Schedule of Events table - Please submit one (1) original, one (1) copy, and one (1) electronic copy (portable drive or CD) of the Submittal Section and all other required documentation as indicated in Item 2 below.

Submission via Email (electronic): Due to social distancing requirements, Offers may be emailed per the requirements in Section I, Instructions, Item 3. Schedule of Events table. Paper copies and an electronic copy (portable drive or CD) shall not be submitted if Offeror chooses to submit their offer via email.

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. OFFER SUBMITTAL FORMAT:

The written offer must be signed by an individual authorized to bind Offeror and should provide the name, title, e-mail address and telephone number of an individual(s) with the authority to contractually bind the company and who may be contacted during the evaluation period.

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;
- Submitted with a table of contents and tabbed per the following major sections:
 - Tab 1 Conformance with Scope of Work & Project Approach/ Warranty and Maintenance and Repair Services
 - Refer to Section V - Scope of Work Section, Paragraph 1. Evaluation Criteria, Item A.
 - Provide detailed information for all items A, I, II, III, and IV to demonstrate the firms' experience and compliance with this section.
 - Tab 2 Firm History, Experience and Personnel Qualifications.
 - Refer to Section V - Scope of Work Section, Paragraph 1. Firm Experience and Personnel Qualifications Criteria, Item B.

Offeror Name: _____
RFP# 21-049 Self Contained Breathing Apparatus (SCBA)



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- Provide detailed information for all items B, I, II, and III to demonstrate compliance with this section.
- Tab 3 Training and References
 - Refer to Section V - Scope of Work Section, Paragraph 1. Firm Training and References, Item D.
 - Training: Offeror shall provide a description of the proposed training to align with the requirements stated in Section V – Scope of Work, paragraph 4, Training.
 - References: Offeror shall provide the reference information on the form provided in Section VI – Submittals, paragraph 15.
- Tab 4 Section VI - Submittal Forms (pages 66-79)
- Tab 5 Signed Addenda, if applicable

3. COSTS AND PAYMENTS:

3.1 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.**

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4. OPTION FOR ADDITIONAL QUANTITIES

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

5. 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: Finance Procurement Division, Attn: Mihaela Grigore, 251 W. Washington Street, Phoenix AZ 85003.

6. CATALOGS AND PRICE LISTS:

Contractor must provide with its submittal the date of the current manufacturer's price list, and must identify the catalog that will be in effect at the commencement of the contract and from which the discounts offered will be evaluated. City's Finance Procurement Division must be informed 30 days in advance of any new price list or catalogs and the respective date(s). Any terms and conditions contained in the parts price list(s) or product catalog(s) submitted shall not take precedence over the City's terms and conditions specified herein. All invoices must include the manufacturer's part number, list price and discount percentage, net price extended and totaled. The City reserves the right to request a hard copy of the manufacturer's documented price listing for any item(s) invoiced.

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

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

Revised Published Price Lists may be used as a means of price adjustment. However, all offers are to be firm for a period of one (1) year after the solicitation opening date and Revised Price Lists will not be accepted by the City until after that date. Revised Published Price Lists will be accepted only in the event of an

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industry-wide price change, as evidenced by the issuance of revised price lists, by the manufacturer. Price adjustments will not be made for changes in freight costs.

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

One (1) copy of revised price list will be required



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9. PRICE SCHEDULE:

The prices proposed herein shall be all-inclusive and include all pertinent additional fees normally associated with this type of service. No additional charges shall be allowed.

A. Scott Brand Equipment/Products

Item No.	Description	Supplier Part Number	Estimated Quantity	Unit Price Excluding Tax	Total Price Excluding Tax
1.	Scott Air-Paks X3 Pro Sets (2018 Edition)	SPN: _____	1300	\$ _____	\$ _____
2.	Scott Cylinders – 45 Minute 4500 PSI	SPN: _____	4000	\$ _____	\$ _____
3.	Scott Cylinders – 60 Minute 4500 PSI	SPN: _____	500	\$ _____	\$ _____
4.	Scott PAPR C420	SPN: _____	100	\$ _____	\$ _____
5.	Scott P100 Half Mask	SPN: _____	2000	\$ _____	\$ _____
6.	Scott AV2000 Cartridge	SPN: _____	5000	\$ _____	\$ _____
7.	Scott Cartridge Adaptor (AV3000)	SPN: _____	2000	\$ _____	\$ _____
8.	Scott SKA-PAK AT Supplied Air Respirator	SPN: _____	200	\$ _____	\$ _____
9.	Scott Mobile Air Cart	SPN: _____	20	\$ _____	\$ _____
10.	Scott Breathing Air Hose – 600 ft	SPN: _____	120	\$ _____	\$ _____
11.	Scott Rapid Intervention Team (RIT) Pak III	SPN: _____	25	\$ _____	\$ _____
12.	Scott AV-3000 Face Pieces (Masks) Small	SPN: _____	3000	\$ _____	\$ _____
13.	Scott AV-3000 Face Pieces (Masks) Medium	SPN: _____	3000	\$ _____	\$ _____
14.	Scott AV-3000 Face Pieces (Masks) Large	SPN: _____	6000	\$ _____	\$ _____
15.	Scott Face-mounted regulators	SPN: _____	2000	\$ _____	\$ _____
16.	Scott Voice Amplifier	SPN: _____	2000	\$ _____	\$ _____
17.	Scott Mesh Head Net	SPN: _____	3000	\$ _____	\$ _____
TABLE "A" TOTAL				\$ _____	

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B. Hourly Rate Pricing Brand Equipment/Products

Item No.	Description	Estimated Quantity (10 years)	Unit Price	Total Price Excluding Tax
1	SCBA Annual Inspection, testing, and fit-testing services	13,000	\$ _____ Each	\$ _____
2	<u>Repair Services</u> - Certified Repair Technician hourly rate - Hourly rates shall be all inclusive for this type of service. <i>Note: The hourly rate shall not include costs for replacement parts for non-warranty work furnished under this contract.</i>	500 Hours	\$ _____ Hour	\$ _____
TABLE "B" TOTAL			\$ _____	

GRAND TOTAL (A + B)	\$ _____
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10. DISCOUNT FROM LIST:

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

Description	Percentage % Discount
All other equipment, parts and products not identified in SOW Table A, will be purchased off of the manufacture's catalog or published list, at the proposed percentage % discount price.	_____ %
Published Price List Number: _____	
Date of Issue: _____	
Manufacturer(s) Name: _____	

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11. REMOVAL AND TRADE IN OF EQUIPMENT:

Description	<u>Trade In Value</u>
Provide a trade-in value for each SCBA.	_____ Each

12. DELIVERY:

Contractor states that item(s) ordered will be delivered _____ days After Receipt of Order (ARO). This delivery schedule shall include any time for shipping.

13. WARRANTY:

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

Contractor _____

Address _____

City, State and Zip Code _____

14. EMERGENCY 24-HOUR SERVICE CONTACT:

Name _____

Telephone Number _____

Alternate Contact _____

Telephone Number _____



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15. YEARS IN BUSINESS AND REFERENCES:
(additional copies of this form can be made)

Contractor certifies that they have provided complete Self Contained Breathing Apparatus (SCBA) and services as listed in this solicitation for a period of ten (10) years (per the requirement listed in Section 1, Item 15).

Indicate the Firm's number of years' experience: _____ Year(s)

Offer shall provide on the Reference form a minimum of three (3) references. References shall be from municipalities/government organizations or firms, of similar size as the City's Fire Department, for which the Contractor is currently furnishing or has furnished, in the past, completed service for Self Contained Breathing Apparatus (SCBA) similar to what is being requested in this solicitation.

Company Name _____
Address _____
Reference Name _____ Phone No: _____
Email address _____

Company Name _____
Address _____
Reference Name _____ Phone No: _____
Email address _____

Company Name _____
Address _____
Reference Name _____ Phone No: _____
Email address _____

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

Authorized Signature

Date

Verify Name and type of company
(LLC, Inc., Sole Proprietor)

Printed Name and Title
(Member, Manager, President)

Address _____

City, State and Zip Code _____

Telephone Number _____

Company’s Fax Number _____

Company’s Toll Free # _____

Email Address _____

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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

Director or delegate, Department
TJ Martin
Finance Deputy Director

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.

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SOLICITATION TRANSPARENCY FORM - 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
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2. Contract Information

Solicitation # or Name: **RFP 21-049 Self Contained Breathing Apparatus (SCBA)**

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:

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

7. Disclosure of Conflict of Interest:

A. City Code Section 43-34

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

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

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

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

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

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

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

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

8. Acknowledgements

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

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

B. Fraud Prevention and Reporting Policy

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

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

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OATH

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

PRINT NAME

TITLE

SIGNATURE

DATE

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