



**CITY OF PHOENIX**

**PUBLIC TRANSIT DEPARTMENT**

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**INVITATION FOR BID**

**IFB PTD21-004 (EJR)**

**VEHICLE DECOMMISSIONING SERVICES - REQUIREMENTS CONTRACT**



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**CITY OF PHOENIX**

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## SECTION I - INSTRUCTIONS

CITY OF PHOENIX

**Please read before continuing to the Bid 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 Bid surety.
- Reviewed the insurance requirements, if any, to assure compliance.
- Included the specified number of copies of the Bid 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 Bid opening date.

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



1. DESCRIPTION – STATEMENT OF NEED - TERM:

1.1. The City of Phoenix invites sealed Bids for vehicle decommissioning services, for a five-year (5) period commencing on or about January 1, 2022.

Vehicle decommissioning services are performed prior to sending City vehicles to the contracted auction yard for sale to the public. By performing these services, the City ensures that the transit vehicles can no longer be identified as part of the current fleet, yet still maintain their value for resale.

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 Bid from an Bidder who has not registered.

3. SCHEDULE OF EVENTS:

ACTIVITY (All times are local Phoenix time)	DATE	LOCATION
Pre-Bid Conference	<b>September 1, 2021 /</b> 10:00a.m. MST (Phoenix local time)	Conference to be conducted via MS Teams Virtual <u>by appointment only.</u>  (RSVP Required by August 16, 2021, 5:00PM)  Send email to PTDprocurement@phoenix.gov
Bid Due Date	<b>September 15, 2021 /</b> 2:00p.m. MST (Phoenix local time)	By mail or in person to: City of Phoenix Public Transit Department



302 N. 1st Avenue, Suite 900  
Phoenix, AZ 85003

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

**4. PREPARATION OF BID:**

- 4.1. All forms provided in Submittal Section must be completed and submitted with the Bid. The signed and completed Solicitation Disclosure form must be included or your Bid may be deemed non-responsive.
- 4.2. It is permissible to copy Submittal forms if necessary. Erasures, interlineations, or other modifications of the Bid must be initialed in original ink by the authorized person signing the Bid. No Bid will be altered, amended or withdrawn after the specified Bid due date and time. The City is not responsible for Bidder'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 Bidders to examine the entire solicitation and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting an Bid. Negligence in preparing a Bid confers no right of withdrawal after due date and time. Bidders 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 Bidder'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 Bidder 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. Bids submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Bidder 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. Bidders are reminded that the specifications stated in the solicitation are the minimum level required and that Bids submitted must be for products or services that meet or exceed the minimum level of all features specifically listed in this solicitation. Bids offering less than any minimum specifications or criteria specified are not responsive and should not be submitted.
- 4.4.6. Bid 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. Bids 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 Bidders may download the complete solicitation and addenda from <https://solicitations.phoenix.gov/>. Internet access is available at all public libraries. Any interested Bidders without internet access may obtain this solicitation by calling the Procurement Officer or picking up a copy during regular business hours at the City of Phoenix **Public Transit Department, Procurement Division, 302 N 1<sup>st</sup> Avenue, 8<sup>th</sup> Floor**, Phoenix, AZ. It is the Bidder's responsibility to check the website, read the entire solicitation, and verify all required information is submitted with their Bid.

**6. EXCEPTIONS:**

Bidder must not take any exceptions to any terms, conditions or material requirements of this solicitation. Bids submitted with exceptions may be deemed non-responsive and disqualified from further consideration in the City's sole discretion. Bidders must conform to all the requirements specified in the solicitation. The City encourages Bidders to send inquiries to the procurement officer rather than including exceptions in their Bid. See Inquiries and Schedule of Events.

**7. INQUIRIES:**

All questions that arise relating to this solicitation should be directed via email to the Procurement Officer at [PTDProcurement@phoenix.gov](mailto:PTDProcurement@phoenix.gov), 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 Bidders on the proposed service will be allowed with members of City's staff from date of distribution of this solicitation until after city council awards the contract. All questions concerning or issues related to this solicitation must be presented **in writing**.

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

**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 Bidder must acknowledge receipt of any/all addenda by signing and returning the document with the Bid submittal.

**9. BUSINESS IN ARIZONA:**

The City will not enter contracts with Bidders (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 Bidder asserts a statutory exception prior to entering a contract with the City.

**10. LICENSES:**

If required by law for the operation of the business or work related to this Bid, Bidder 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 Bid section of the Bid and Acceptance page(s), Bidder certifies:

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

**12. SUBMISSION OF BID:**

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

Bids must be submitted as follows:



12.1 **Submitted in a sealed envelope** and the following information should be noted on the outside of the envelope:

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

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

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

### **13. WITHDRAWAL OF BID:**

At any time prior to the solicitation due date and time, a Bidder (or designated representative) may withdraw the Bid by submitting a request in writing and signed by a duly authorized representative.

### **14. BID RESULTS:**

Bids will be opened on the Bid due date, time and location indicated in the Schedule of Events, at which time the name of each Bidder, and the prices may be read. Bids and other information received in response to the solicitation will be shown only to authorized City personnel having a legitimate interest in them. Bids 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 Bid tabulation on the City's website, <https://solicitations.phoenix.gov/Awards> within five calendar days of the Bid opening. The City will post the information on the preliminary tabulation as it was read during the Bid opening. The City makes no guarantee as to the accuracy of any information on the preliminary tabulation. Once the City has reviewed the Bids, the City will post an award recommendation on the website. The City will not provide any further notification to unsuccessful Bidders.

### **15. PRE-AWARD QUALIFICATIONS:**

15.1 Bidder must have been in operation a minimum of **two (2)** years. The Bidder's normal business activity during the past **two** 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.)

**16. AWARD OF CONTRACT:**

- 16.1 Unless otherwise indicated, award(s) will be made to the most responsive, responsible Bidder(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:
- 16.3 Technical capability of the Bidder to accomplish the scope of work required in the Solicitation. This may include performance history on past and current government or industrial contracts; and,
- 16.4 Demonstrated availability of the necessary manpower (both supervisory and operational personnel) and necessary equipment to accomplish the scope of work in the Solicitation; and,
- 16.5 Safety record, including complaints or investigations; and,
- 16.6 Bidder history of complaints, and termination for convenience or cause, litigation, or lawsuits.
- 16.7 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 Bids or portions thereof; or (3) reissue a solicitation.
- 16.8 A response to a solicitation is a Bid to contract with the City based upon the terms, conditions, and specifications contained in the City's solicitation. Bids do not become contracts until they are executed by the 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 Bidder based on any real or apparent conflict of interest that is disclosed by the Bid submitted or any other data available to the City. This disqualification is at the sole discretion of the City. Any Bidder submitting a Bid 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 Bidders or respondents(including their representatives) shall only discuss matters associated with the solicitation with the Mayor, any members of City Council, the City Manager, any Deputy City Manager, or



- any department director directly associated with the solicitation (including in each case their assigned staff, except for the designated procurement officer) at a public meeting, posted under Arizona Statutes, until the resulting contract(s) are awarded to all Bids 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, Bidders may continue to conduct business with the City and discuss business that is unrelated to the solicitation with the City staff.
- 18.3. Bidders may discuss their proposal or the solicitation with the Mayor or one or more members of the Phoenix City Council, provided such meetings are scheduled through the Procurement Officer, and are posted as open meetings with the City Clerk at least 24 hours prior to the scheduled meetings. The City Clerk will be responsible for posting the meetings. The posted notice shall identify the participants and the subject matter, as well as invite the public to participate.
- 18.4. With respect to the selection of the successful Bidders, the City Manager and/or City Manager's Office will continue the past practice of exerting no undue influence on the process. In all solicitations of bids and proposals, any direction on the selection from the City Manager and/or City Manager's Office and Department Head (or representative) to the proposal review panel or selecting authority must be provided in writing to all prospective Bidders.
- 18.5. This policy is intended to create a level playing field for all Bidders, assure that contracts are awarded in public, and protect the integrity of the selection process. **BIDDERS THAT VIOLATE THIS POLICY SHALL BE DISQUALIFIED.** After official Notice is received by the City for disqualification, the Bidder 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 Bidder, regardless of whether the City responds to the contact. Bidders that violate this policy will be disqualified until the resulting contract(s) are awarded, or all Bids 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.

**19. PROTEST PROCESS:**

- 19.1. Bidder 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 a Bid, regardless of filing a protest.
- 19.3. Bidder may protest an adverse determination issued by the City regarding responsibility and responsiveness, within seven days of the date the Bidder was notified of the adverse determination.
- 19.4. Bidder may protest an award recommendation if the Bidder 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 a Bidder(s). Bidder 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. 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 Bids 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 Bidder believes that a specific section of its Bid response is confidential, the Bidder will isolate the pages marked confidential in a specific and clearly labeled section of its Bid response. An Bidder may request specific information contained within its Bid is treated by the Procurement Officer as confidential provided the Bidder 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 Bidders 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 Bidder in writing of any request to view any portion of its Bid marked "confidential." The Bidder will have the time set forth in the notice to obtain a court order enjoining such disclosure. If the Bidder 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 BIDS:**

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

**22. RIGHT TO DISQUALIFY:**

The City reserves the right to disqualify any Bidder 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 Bidder on the basis of any real or apparent conflict of interest that is disclosed by the Bidder submitted or any other data or information available to the City. This disqualification is at the sole discretion of the City. By submission of a solicitation response, the Bidder 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 Bidder.

**23. SITE INSPECTION:**

Bidder agrees that submission of a Bid indicates that the Bidder either:

1. made a site inspection and is aware of all conditions that may affect performance and Bid prices; or
2. Did not make a site inspection, but regardless is either aware of all conditions that may affect performance and Bid prices, or accepts the risk and understands the scope of its binding Bid.

**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. DETERMINING RESPONSIVENESS AND RESPONSIBILITY:**

- 25.1. Bids will be reviewed for documentation of any required qualifications, and completeness and compliance with the solicitation requirements. The City reserves sole discretion to determine responsiveness and responsibility.
- 25.2. Responsiveness: Nonresponsive Bids 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 Bids will render a Bid nonresponsive.
- 25.3. Responsibility: To obtain true economy, the City must conduct solicitations to minimize the possibility of a subsequent default by the Bidder, late deliveries, or other unsatisfactory performance that may result in additional administrative costs. It is important that the Bidder be a responsible Bidder. Responsibility includes the Bidder's integrity, skill, capacity, experience, and facilities for conducting the work to be performed.

**26. EQUAL LOW BID:**

Contract award will be made by putting the names of the tied vendors in a cup for a blind drawing limited to those bidders with tied Bids. If time permits, the Bidders involved will be given an opportunity to attend the drawing. The drawing will be witnessed by at least three persons, and the contract file will contain the names and addresses of the witnesses.



**SECTION I - INSTRUCTIONS**

**CITY OF PHOENIX**



**SECTION II – STANDARD TERMS AND CONDITIONS**

**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.



## SECTION II – STANDARD TERMS AND CONDITIONS

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“Deputy Finance Director”	The contracting authority for the City of Phoenix, AZ, authorized to sign contracts and amendments thereto on behalf of the City of Phoenix, AZ.
“Employer”	Any individual or type of organization that transacts business in this state, that has a license issued by an agency in this state and employs one or more employees in this state. Employer includes this state, any political subdivision of this state and self-employed persons. In the case of an independent contractor, employer means the independent contractor and does not mean the person or organization that uses contract labor. (A.R.S. 23-211).
“Offer”	Means a response from a supplier, contractor or service provider to a solicitation request that, if awarded, binds the supplier, contractor or service provider to perform in accordance with the contract. Same as bid, proposal, quotation or tender.
“Offeror”	Any Vendor, Seller or Supplier submitting a competitive offer in response to a solicitation from the City. Same as Bidder or Proposer.
“Solicitation”	Means an Invitation for Bid (IFB), Request for Proposal (RFP), Request for Quotations (RFQ), Request for Qualifications (RFQu) and request for sealed 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.

**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



## SECTION II – STANDARD TERMS AND CONDITIONS

CITY OF PHOENIX

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

**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.

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

3.4.4 Monitoring: The Equal Opportunity Department shall monitor the employment policies and practices of suppliers and lessees subject to this article as deemed necessary. The Equal Opportunity Department is authorized to conduct on-site compliance reviews of selected firms, which may include an audit of personnel and payroll records, if necessary.

**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:

1.4.1. 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.

1.4.2. 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.

1.4.3. 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:

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

1.5.2. 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.



## SECTION II – STANDARD TERMS AND CONDITIONS

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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 services received. The City will make every effort to process payment for the



## SECTION II – STANDARD TERMS AND CONDITIONS

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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 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 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.

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.



**SECTION III – SPECIAL TERMS AND CONDITIONS**

1. **FREE ON BOARD (FOB):** Prices quoted shall be FOB destination and delivered, as required, to the following point(s): *See Scope of Work, Section V, for specific City locations.*
2. **PRICE:** Offerors are required to provide firm fixed pricing for the five-year term of the Contract. However, for decommissioning services performed after the 24th month, and each subsequent year of the Contract, the unit price may be adjusted, at the City’s sole discretion, in accordance with Attachment A (Price Schedule), plus any price increase or decrease (not to exceed 3% annually) based on the U.S. Department of Labor, Bureau of Labor Statistics, Producer Price Index (PPI).
3. **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.
4. **METHOD OF INVOICING:** Invoice must be emailed in .pdf format to [invoices@phoenix.gov](mailto:invoices@phoenix.gov) and must include the following:
  - City purchase order number or shopping cart number
  - Items listed individually by the written description and part number.
  - Unit price, extended and totaled.
  - Quantity ordered, back ordered, and shipped.
  - Applicable tax
  - Invoice number and date.
  - Delivery address.
  - Payment terms.
  - FOB terms.
  - Remit to address
5. **METHOD OF PAYMENT:** Payment to be made from Contractor’s invoice and a copy of the signed delivery/service ticket submitted to cover services received and accepted during the billing period.
6. **PARTIAL PAYMENTS:** Partial payments are not authorized on individual purchase orders. Payment will be made for actual services received and accepted by the City/upon final delivery and acceptance of all services on the purchase order.
7. **SUPPLIER PROFILE CHANGES:** It is the responsibility of the Contractor to promptly update their profile in procurePHX at [www.phoenix.gov/procure](http://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.

- 8. ESTIMATED QUANTITIES OR DOLLAR AMOUNTS (REQUIREMENTS CONTRACTS ONLY):** Quantities and dollar amounts listed are the City’s best estimate and do not obligate the City to order or accept more than City’s actual requirements during the period of this agreement, as determined by actual needs and availability or appropriated funds. It is expressly understood and agreed that the resulting contract is to supply the City with its complete actual requirement for the contract period,
- 9. 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.
- 10. 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.
- 11. 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.
- 12. 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.



## SECTION III – SPECIAL TERMS AND CONDITIONS

CITY OF PHOENIX

13. **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.
  - a. **Department Contact: Rodney Merrill**
  - b. **Phone: (602) 534-1804**
14. **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.
15. **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.
16. **STRICT PERFORMANCE:** Failure of either party to insist upon the strict performance of any item or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the acceptance of materials or services, obligations imposed by this contract, or by law, will not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.
17. **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.
18. **DELIVERY:** All deliveries shall be made between the hours of 6:30a.m. and 3:30p.m. local time, Monday through Friday, excluding City holidays.
19. **MISCELLANEOUS FEES:** Additional charges for fuel surcharges, delivery charges, dealer prep, environmental fees, waste disposal, shop supplies, set-up, freight and/or shipping and handling, etc. will not be paid. These costs must be incorporated in the pricing provided 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 – See Contract Price Schedule for details. 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.
20. **INSPECTION AND ACCEPTANCE:** Each vehicle 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, quality, workmanship and



## SECTION III – SPECIAL TERMS AND CONDITIONS

CITY OF PHOENIX

materials. Three business days will be allowed for this process. If delivered items are unacceptable, 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.

21. **COMMUNICATION IN ENGLISH:** It is mandatory that the Contractor's lead person assigned to any City facility can speak, read, and write in English to effectively communicate with City staff.
22. **PRE-CONSTRUCTION CONFERENCE:** A pre-construction conference will be held by the City's 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.
23. **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.
24. **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.

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**SECTION IV – INSURANCE AND INDEMNIFICATION**

**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. CONTRACTOR’S INSURANCE:**

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

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

- 2.1. SCOPE AND LIMITS OF INSURANCE:** Contractor must provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the liability limits provided that (1)



**SECTION IV – INSURANCE AND INDEMNIFICATION**

**CITY OF PHOENIX**

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

**2.1.2. Automobile Liability**

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

Combined Single Limit (CSL)	\$1,000,000
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- The policy must be endorsed to include the City of Phoenix as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, relating to this Contract.
- City of Phoenix is an additional insured to the full limits of liability purchased by the Contractor.
- The Contractor’s insurance coverage must be primary and non-contributory with respect to any insurance or self-insurance carried by the City.



**SECTION IV – INSURANCE AND INDEMNIFICATION**

**CITY OF PHOENIX**

**2.1.3. Worker’s Compensation and Employers’ Liability**

Workers’ Compensation	Statutory
Employers’ Liability:	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

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

**2.2. NOTICE OF CANCELLATION:** For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to the City, within 5 business days of receipt, a notice if a policy is suspended, voided or cancelled for any reason. Such notice must be mailed, emailed, or hand delivered to **(City of Phoenix Department Representative’s Name & Address & Fax Number)**.

**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 Contractor from potential insurer insolvency.

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

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

All certificates required by this Contract must be sent directly to **(City Department Representative’s Name and Address)**. 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



**SECTION IV – INSURANCE AND  
INDEMNIFICATION**

**CITY OF PHOENIX**

required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY’S RISK MANAGEMENT DIVISION.**

- 2.5. SUBCONTRACTORS:** Contractor’s certificates shall include all subcontractors as additional insureds under its policies **OR** Contractor shall be responsible for ensuring and verifying that all subcontractors have valid and collectable insurance. At any time throughout the life of the contract, the City of Phoenix reserves the right to require proof from the Contractor that its subcontractors have insurance coverage. All subcontractors providing services included under this Contract’s Scope of Services are subject to the insurance coverages identified above and must include the City of Phoenix as an additional insured. In certain circumstances, the Contractor may, on behalf of its subcontractors, waive a specific type of coverage or limit of liability where appropriate to the type of work being performed under the subcontract. Contractor assumes liability for all subcontractors with respect to this Contract.
- 2.6. APPROVAL:** Any modification or variation from the insurance coverages and conditions in this Contract must be documented by an executed contract amendment.



**SCOPE OF WORK**

**VEHICLE DECOMMISSIONING SERVICES**

Contractor shall provide vehicle decommissioning services prior to sending vehicles to the city contracted auction yard for sale to the public. By performing these services, the City ensures that the transit vehicles can no longer be identified as part of the current fleet yet still maintain its value for resale.

**1 GENERAL SPECIFICATIONS**

Contractor shall:

- 1.1 Pick up vehicle from a designated facility or locations as requested by the department. Facility locations are:

South Facility  
2225 West Buckeye Road Phoenix, AZ

North Facility  
2010 West Desert Cove Avenue Phoenix, AZ

West Facility  
405 North 79th Avenue Phoenix, AZ

Dial-a-Ride/ALEX Facility 1001 South 4th Street Phoenix, AZ

- 1.2 Remove all exterior decals, including roof number, and interior identifying decals.
- 1.3 Remove all window screens/films.
- 1.4 Sand/scuff paint scheme on all sides of the vehicle.
- 1.5 Mask and prepare entire vehicle.
- 1.6 Repaint each sanded section of the vehicle white with a sufficient opacity as to remove all identification with the Public Transit Department and Valley Metro systems.
- 1.7 Remove masking and replace any items removed from the vehicle in the preparation process.
- 1.8 Remove overspray as necessary.
- 1.9 Perform minor body work may be required for paint adhesion. City will be notified and approve in writing any type of body work prior to any work being done.



- 1.10 Any exception to the decommissioning of transit vehicles will be negotiated on a vehicle-by-vehicle basis.
- 1.11 Deliver vehicle to the City specified auction site for disposal. Currently the City is contracting with Sierra Auctions at 3570 Grand Ave. Phoenix, AZ 85019.

**2 OPTIONAL SERVICES**

Contractor shall provide a separate individual cost for each option listed in the Contract price schedule, **Attachment A**. Any optional work cannot be completed without the prior written approval of the City.

- 2.1 Removal of Decals Only. Contractor shall remove all exterior decals, including roof number, and interior identifying decals.
- 2.2 Towing Charges. The Contract Price Schedule shall include pricing for towing charges on vehicles that cannot start or run through no fault of the Contractor. The Price Schedule shall provide a cost per mile for towing charges. City will verify mileage using a global information system (GIS) program.

**3 DAMAGE**

In the event of damage to a transit vehicle while in the custody of Contractor, Contractor shall notify City staff within twenty-four (24) hours. Contractor shall be responsible for restoring the vehicle to its prior condition at their own expense. In such cases, Contractor shall provide sufficient documentation (vehicle conditions prior and subsequent to damage, repair estimate, etc.). Should the damages be extensive, City and Contractor may negotiate an appropriate settlement.

**4 RETURN OF VEHICLES**

City staff shall be notified once a vehicle has been decommissioned and is ready to be delivered. City will inspect the vehicle within three (3) business days of notification, at Contractor's facility, to ensure all identification with the Public Transit Department and Valley Metro systems have been removed. Contractor shall be responsible for any additional cost associated with "punch list" items that needed to be corrected.

**5 CONTRACTOR FACILITY**

- 5.1 Contractor shall be currently operating out of a commercial facility capable of handling the vehicle types and sizes listed in this IFB. The facility shall be open and accessible to City personnel, without prior notice, during normal business



hours. Normal business hours are defined as a minimum of eight (8) consecutive hours between the hours of 6 a.m. and 6 p.m.

- 5.2 Contractor shall have a paint booth large enough to accommodate a 40-foot bus.
- 5.3 City reserves the right to conduct a site inspection prior to awarding the contract. Contractor must have the necessary facilities, experience, ability, and financial resources to perform the work in a satisfactory manner and within the time stipulated in the Agreement.

**6. ESTIMATED QUANTITIES**

City estimates 90 forty-foot buses, 40 forty-five-foot buses, 10 sixty-foot buses, 6 twenty-four-foot cutaways and 50 twenty-foot cutaways will be decommissioned during the two (2) year contract period. Similar quantities may be expected during extension years; however, services shall be performed on an as needed basis.

Quantities listed are the City's best estimate and do not obligate the City to services which are more or less than the 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 complete actual requirement for the contract period.

**7. COMPLIANCE WITH AIR POLLUTION CONTROL AND REGULATIONS**

Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Maricopa County Air Pollution Control Regulations, Rules 200, 230, and 353, and Section 49-480 of the Arizona Revised Statutes.

Contractor shall submit a current copy of their Air Quality General Permit issued by the Maricopa County Environmental Services for the Authority to Operate and/or Construct Vehicles and Mobile Equipment Refinishing Operations.



**SECTION VI – SUBMITTALS**

**6.1 Submittals**

6.1.1 When submitting in **sealed envelopes** under Section 12.1, the Offeror shall provide the following:

- **Price Proposal (Attachment A)**
  - one original Price Proposal. The envelope shall be labeled “Price Proposal – Attachment A” on the outside;
- **Submittal Documents 6.2 thru 6.6;**
  - Completed and signed where applicable. The envelope shall be labeled “Submittal Documents”.
    - *Note: All references (refer to Sub-section 6.6) shall be confirmed by Bidder as being both current and available to reply to PTD reference checks.*
- **One separate flash drive** containing an electronic copy (*searchable in PDF format*) of the Price Proposal and Financial Information, as required below:

o Financial Information

Designated personnel will independently review these documents. The information will be reviewed to determine the financial responsibility of the Bidder. Unless a Bidder’s financial responsibility can be fully verified and documented, the CITY will deem its Bid non-responsive. Each Bidder shall submit the following financial information with its Price Proposal.

- Required Components

Bids received without the required documents may be considered non-responsive.

1. State whether any participant in the Bid has ever filed bankruptcy proceedings. If so, state the date, jurisdiction, amount of liabilities, and amount of assets. Provide this information on a separate statement with the heading “BANKRUPTCY INFORMATION.”
2. Provide detailed information regarding litigation, liens, or claims that exceed \$10,000 and may result in litigation against any participant.
3. Provide the Bidder’s audited financial statements for the last three (3) years. If Bidder is a partnership, submit financial statements for each partner.

The financial statements must be prepared in accordance with generally accepted accounting principles of the jurisdiction in which the Bidder is domiciled and which statements must be audited by an independent, certified public accountant.

If audited statements are not available, the City may require Bidder to submit other reliable financial information satisfactory to the City.

4. Provide evidence of Bidder’s ability to obtain the specified amounts of insurance





from an insurance company with an “A.M. Best” rating of not less than B+ VI authorized to do business in Arizona.

- 5. Describe financial capacity to perform the required services, strength and stability of the firm.

**6.2 PAYMENT TERMS**

Offerors must choose an option, however if a box is not checked, the CITY will default to payment terms of net 45 days.

- Contractor offers a prompt payment discount of \_\_\_\_\_% \_\_\_\_\_days to apply after receipt of accurate invoice or final acceptance of the products (invoice approval), whichever date is later. **Payment terms offering a discount will not be considered in the price evaluation of your offer.**

Payment discounts will be computed from date of receiving acceptable services or a correct invoice, whichever is later, to date payment is mailed by the CITY.

- Contractor does not offer a prompt payment discount and accepts payment terms of net 45, effective upon receipt of an accurate invoice or final acceptance of the products (invoice approval), whichever date is later.
- 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 offeror 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 offeror will owe the CITY all costs. Contractor may opt-out of the SUA program once, but then may not rejoin during the same contract term.



**6.3 ADDENDA CERTIFICATION**

The undersigned acknowledges receipt of the following addenda to IFB PTD21-004:

Addendum Number \_\_\_\_\_, dated \_\_\_\_\_

Addendum Number \_\_\_\_\_, dated \_\_\_\_\_

Addendum Number \_\_\_\_\_, dated \_\_\_\_\_

Addendum Number \_\_\_\_\_, dated \_\_\_\_\_

Addendum Number \_\_\_\_\_, dated \_\_\_\_\_

Addendum Number \_\_\_\_\_, dated \_\_\_\_\_

Failure to acknowledge receipt of all addenda may cause the proposal to be considered not responsive to the RFP. Include the acknowledged receipt of each addendum with the technical proposal.

Authorized Official: \_\_\_\_\_

Title of Authorized Official: \_\_\_\_\_

Company Name: \_\_\_\_\_



6.4 CONTRACT DISCLOSURE 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

2. Contract Information

Solicitation # or Name:

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

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

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

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

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



**7. Disclosure of conflict of interest:**

**A. City Code Section 43-34**

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

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

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

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

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

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

Are you aware of any fact(s) with regard to this contract that would raise a “conflict of interest” issue under A.R.S. Sections 38-501 through 38-511 (See Arizona Revised Statutes regarding conflict of interest at [www.azleg.gov](http://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](mailto:aud.integrity.line@phoenix.gov).

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

**OATH**

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

PRINT NAME

TITLE

SIGNATURE

DATE

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



**SECTION VI – SUBMITTALS**

**CITY OF PHOENIX**

**6.5 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 solicitation and any written exceptions in the offer.

Arizona Sales Tax No. \_\_\_\_\_

Use Tax No. for Out-of-State Suppliers \_\_\_\_\_

City of Phoenix Sales Tax No. \_\_\_\_\_

Arizona Corporation Commission File No. \_\_\_\_\_

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

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

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

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
(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 \_\_\_\_\_



**6.6 REFERENCES**

Contractor shall furnish the names, addresses, and telephone numbers of a minimum of three firms or government organizations (other than the City of Phoenix) for which the Contractor is currently furnishing or has furnished Bus Manufacturing services.

1) Company Name:

Address

Reference

Telephone Number

Email address

2) Company Name:

Address

Reference

Telephone Number

Email address

3) Company Name:

Address

Reference

Telephone Number

Email address



**6.7 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

\_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_ 2020  
City Clerk

Approved as to form this 19<sup>th</sup> 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.





SECTION VI – SUBMITTALS

CITY OF PHOENIX

ATTACHMENT A – PRICE SCHEDULE

DECOMMISSIONING OF VEHICLES – Years 1-5				
Description	Estimated annual quantity	Unit of Measure	Unit price	Extended price
Decommission 40' bus	40	Each		
Decommission 60' bus	2	Each		
Decommission 20' cutaway van	25	Each		
Decommission 24' cutaway van	3	Each		

OPTIONAL SERVICES - Years 1-5				
Description		Unit of Measure	Unit price	
1) Body Labor Rate / Additional body Work		Hour		
2) Parts Markup		%		
3) Removal of Decals only 40' bus		Each		
4) Removal of Decals only 60' bus		Each		
5) Removal of Decals only 20' Cutaway van		Each		
6) Removal of Decals only 24' Cutaway van		Each		
7) Towing Charges 40' bus		Each Mile		
8) Towing Charges 60' bus		Each Mile		
9) Towing Charges 20' Cutaway		Each Mile		
10) Towing Charges 24' Cutaway		Each Mile		

*The Offeror, as Bidder, declares it has carefully examined all of the solicitation documents and agrees to contract with the City of Phoenix (the City) at the prices included in these price schedules under the terms and conditions contained in the solicitation documents, or as modified or changed by addenda and/or exceptions granted during the solicitation process for the contract term and delivery at the line item unit price(s) and totals contained herein.*



**SECTION VI – SUBMITTALS**

**CITY OF PHOENIX**

The estimated quantities shown on the above Price Schedules are estimates only, contingent upon availability of appropriated funds and subject to change during the term of the Contract. ***The City is not obligated to makes purchases in these exact amounts.***