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CITY OF PHOENIX

PUBLIC WORKS DEPARTMENT

INVITATION FOR BID

IFB 21-FSD-002

AUTOMOTIVE & EQUIPMENT PARTS – Requirements Contract

**Amanda Cook
Procurement Officer
200 W. Washington St., 7th Floor
Phoenix, AZ 85003
Phone: (602) 256-5634
amanda.cook@phoenix.gov
Date posted on website (12/05/2019):**



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**CITY OF PHOENIX
200 W Washington St.
7th Floor
Phoenix, AZ 85003
(602) 256-5634**

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Please read before continuing to the offer document.

SOLICITATION RESPONSE CHECK LIST

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

- All forms have been completed and signed, including Solicitation Disclosure form.
- All Submittals are included.
- Reviewed and verified prices offered.
- Checked price extensions and totals.
- Included any required drawings or descriptive literature.
- If required, checked and included the amount of the offer surety.
- Reviewed the insurance requirements, if any, to assure compliance.
- Included the specified number of copies of the offer as indicated in Submittal section.
- Included signed addenda, if any.
- Addressed the mailing envelope to the Procurement Officer on the solicitation front page, at the address listed.
- The mailing envelope clearly shows your company name and address, the solicitation number, and the offer opening date.
- Mailed the response in time – City must receive offers no later than the date and time indicated in the Schedule of Events or addenda.



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The City of Phoenix invites sealed offers for the purchase of automotive and equipment parts for an initial one-year period.

This solicitation is available through Arizona Relay Service 7-1-1. Please call TTY 800-367-8939 for assistance.

Notwithstanding the foregoing, this Agreement will terminate upon the earliest occurrence of any of the following:

- reaching the end of the term and any extensions exercised as set forth above;
- payment of the maximum authorized compensation under this Agreement; or
- termination pursuant to the provisions of this Agreement.

1. CITY'S VENDOR SELF-REGISTRATION AND NOTIFICATION: Vendors must be registered in the City's eProcurement Self-Registration System at <https://www.phoenix.gov/financesite/Pages/EProc-help.aspx> in order to receive solicitation notices, respond to solicitations and access procurement information. The City may, at its sole discretion, reject any offer from an Offeror who has not registered in the City's eProcurement system.

2. SCHEDULE OF EVENTS:

ACTIVITY (All times are local Phoenix time)	DATE
Written Inquiries Due Date	December 18, 2019, at 11 am
Offer Due Date	January 8, 2020 at 1 pm
Offer Submittal Location	200 W. Washington St. 7 th Floor Attn: Amanda Cook 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-Offer Conference or Site visit.

3. OBTAINING A COPY OF THE SOLICITATION AND ADDENDA: Interested Offerors may download the complete solicitation and addenda from <https://www.phoenix.gov/solicitations>. Internet access is available at all public libraries. Any interested offerors without internet access may obtain this solicitation by calling the Procurement Officer or picking up a copy during regular business hours at the City of Phoenix Public Works Department, Administrative Services Division, 200 W Washington



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St., 7th Floor Phoenix, AZ 85003. It is the Offeror's responsibility to check the website and verify all required information is submitted with their offer.

4. PREPARATION OF OFFER:

- 4.1. All forms provided in Submittal Section must be completed and submitted with the offer. The signed and completed Solicitation Disclosure form must be included or your offer may be deemed non-responsive.
- 4.2. It is permissible to copy Submittal forms if necessary. Erasures, interlineations, or other modifications of the offer must be initialed in original ink by the authorized person signing the offer. No offer will be altered, amended or withdrawn after the specified offer due date and time. The City is not responsible for Offeror's errors or omissions.
- 4.3. All time periods stated as a number of days will be calendar days.
- 4.4. It is the responsibility of all Offerors to examine the entire solicitation and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting an offer. Negligence in preparing an offer confers no right of withdrawal after due date and time. Offerors are strongly encouraged to:
 - 4.4.1. Consider applicable laws and/or economic conditions that may affect cost, progress, performance, or furnishing of the products or services.
 - 4.4.2. Study and carefully correlate Offeror's knowledge and observations with the solicitation and other related data.
 - 4.4.3. Promptly notify the City of all conflicts, errors, ambiguities, or discrepancies that Offeror has discovered in or between the solicitation and other related documents.
 - 4.4.4. The City does not reimburse the cost of developing, presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Offeror is responsible for all costs incurred in responding to this solicitation. All materials and documents submitted in response to this solicitation become the property of the City and will not be returned.
 - 4.4.5. Offerors are reminded that the specifications stated in the solicitation are the minimum level required and that offers submitted must be for products or services that meet or exceed the minimum level of all features specifically listed in this solicitation. Offers offering less than any minimum specifications or criteria specified are not responsive and should not be submitted.
 - 4.4.6. Offer responses submitted for products considered by the seller to be acceptable alternates to the brand names or manufacturer's catalog references specified herein must be submitted with technical literature and/or detailed product brochures for the City's use to evaluate the



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products offered. Offers submitted without this product information may be considered as non-responsive and rejected. The City will be the sole judge as to the acceptability of alternate products offered.

4.4.7. Prices will be submitted on a per unit basis by line item, when applicable. In the event of a disparity between the unit price and extended price, the unit price will prevail unless obviously in error.

5. EXCEPTIONS: Offeror must not take any exceptions to any terms, conditions or material requirements of this solicitation. Offers submitted with exceptions will be deemed non-responsive and disqualified from further consideration. Offerors must conform to all of the requirements specified in the solicitation. The City encourages Offerors to send inquiries to the procurement officer rather than including exceptions in their Offer.

6. INQUIRIES: All questions that arise relating to this solicitation should be directed via email to the Procurement Officer and must be received by the due date indicated in the Schedule of Events. The City will not consider questions received after the deadline.

No informal contact initiated by Offerors on the proposed service will be allowed with members of City's staff from date of distribution of this solicitation until after 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.

7. ADDENDA: The City of Phoenix will not be responsible for any oral instructions made by any employees or officers of the City of Phoenix in regard to the offering instructions, plans, drawings, specifications, or contract documents. Any changes to the plans, drawings and specifications will be in the form of an addendum. The Offeror must acknowledge receipt of any/all addenda by signing and returning the document with the offer submittal.

8. BUSINESS IN ARIZONA: The City will not enter into contracts with foreign corporations not granted authority to transact business, or not in good standing in the state of Arizona, with the Arizona Corporation Commission.

9. LICENSES: If required by law for the operation of the business or work related to this Offer, Offeror must possess all valid certifications and/or licenses as required by federal, state or local laws at the time of submittal.

10. CERTIFICATION: By signature in the offer section of the Offer and Acceptance page, Offeror certifies:

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



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- The Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.

11. SUBMISSION OF OFFER: Offers must be in possession of the Department on or prior to the exact time and date indicated in the Schedule of Events. Late offers will not be considered. The prevailing clock will be the City Department's clock.

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

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

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

12. WITHDRAWAL OF OFFER: At any time prior to the solicitation due date and time, an Offeror (or designated representative) may withdraw the offer by submitting a request in writing and signed by a duly authorized representative.

13. OFFER RESULTS: Offers will be opened on the offer due date, time and location indicated in the Schedule of Events at which time the name of each Offeror and the prices will be read. Offers and other information received in response to the solicitation will be shown only to authorized City personnel having a legitimate interest in them or persons assisting the City in the evaluation. Offers are not available for public inspection until after the City has posted the award recommendation on the City's website.

The City will post a preliminary offer tabulation on the City's website, <https://www.phoenix.gov/solicitations> within five calendar days of the offer opening. The City will post the information on the preliminary tabulation as it was read during the offer opening. The City makes no guarantee as to the accuracy of any information on the preliminary tabulation. Once the City has evaluated the offers, the City will post an award recommendation on the website. The City will not provide any further notification to unsuccessful Offerors.

14. PRE-AWARD QUALIFICATIONS:

14.1. Offeror must have been in operation a minimum of 5 years. The Offeror's normal business activity during the past 3 years will have been for providing the goods or services in this solicitation.

14.2. Upon notification of an award the Offeror will have 10 calendar days to submit a complete certificate of insurance in the minimum amounts and the



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coverages as required in the Insurance Requirements of this solicitation. Insurance requirements are non-negotiable.

14.3. After the City receives and approves the certificate of insurance the Offeror will receive notice to submit a complete work schedule covering all the locations for which they received low solicitation notification. The Offeror will have 10 calendar days to complete and submit the work schedule for each location. Offeror is required to include in the work schedule the number of workers, for each location, they employ to complete the services as specified in scope of work. If any of the above requirements are not met, the Offeror's submittal will be deemed non-responsive and the next lowest responsible Offeror will receive low solicitation notification initiating the pre-award qualification process.

15. AWARD OF CONTRACT: Unless otherwise indicated, award(s) will be made to the most responsive, responsible Offeror(s) who are regularly established in the service contained in this solicitation and who have demonstrated the ability to perform the required service in an acceptable manner.

15.1. Factors that will be considered by the City include:

- Technical capability of the Offeror to accomplish the scope of work required in the Solicitation. This includes performance history on past and current government or industrial contracts; and,
- Demonstrated availability of the necessary manpower (both supervisory and operational personnel) and necessary equipment to accomplish the scope of work in the Solicitation; and,
- Safety record; and,
- Vendor history of performance and termination for convenience or cause.

15.2. Notwithstanding any other provision of this solicitation, the City reserves the right to: (1) waive any immaterial defect or informality; or (2) reject any or all offers or portions thereof; or (3) reissue a solicitation.

15.3. A response to a solicitation is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's solicitation. Offers do not become contracts until the Deputy Finance Director or Department Director executes and City Clerk records. 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.



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16. SOLICITATION TRANSPARENCY POLICY:

- 16.1. Commencing on the date and time a solicitation is published, potential or actual offerors or respondents (including their representatives) shall only discuss matters associated with the solicitation with the Mayor, any members of City Council, the City Manager, any Deputy City Manager, or any department director directly associated with the solicitation (including in each case their assigned staff, except for the designated procurement officer) at a public meeting, posted under Arizona Statutes, until the resulting contract(s) are awarded to all offers or responses are rejected and the solicitation is cancelled without any announcement by the Procurement Officer of the City's intent to reissue the same or similar solicitation.
- 16.2. As long as the solicitation is not discussed, Offerors may continue to conduct business with the City and discuss business that is unrelated to the solicitation with the City staff. Offerors may not discuss the solicitation with any City employees or evaluation panel members, except the procurement officer.
- 16.3. Offerors may discuss their proposal or the solicitation with the Mayor or one or more members of the Phoenix City Council, provided such meetings are scheduled through the Procurement Officer, and are posted as open meetings with the City Clerk at least 24 hours prior to the scheduled meetings. The City Clerk will be responsible for posting the meetings. The posted notice shall identify the participants and the subject matter, as well as invite the public to participate.
- 16.4. With respect to the selection of the successful Offerors, the City Manager and/or City Manager's Office will continue the past practice of exerting no undue influence on the process. In all solicitations of bids and proposals, any direction on the selection from the City Manager and/or City Manager's Office and Department Head (or representative) to the proposal review panel or selecting authority must be provided in writing to all prospective Offerors.
- 16.5. This policy is intended to create a level playing field for all Offerors, assure that contracts are awarded in public, and protect the integrity of the selection process. **PROPOSERS THAT VIOLATE THIS POLICY SHALL BE DISQUALIFIED.** After official Notice is received by the City for disqualification, the Proposer may follow the Protest process, unless the Solicitation is cancelled without notice of intent to re-issue.
- 16.6. "To discuss" means any contact by the proposer, regardless of whether the City responds to the contact. Offerors that violate this policy shall be disqualified until the resulting contract(s) are awarded, or all offers or



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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.

17. PROTEST PROCESS:

- 17.1.** Offeror may protest the contents of a solicitation no later than seven days before the solicitation deadline when the protest is based on an apparent alleged mistake, impropriety or defect in the solicitation. Protests filed regarding the solicitation may be addressed by an amendment to the solicitation or denied by the City. If denied, the opening and award will proceed unless the City determines that it is in the City's best interests to set new deadlines, amend the solicitation, cancel or re-bid.
- 17.2.** Therefore, unless otherwise notified by a formal amendment, the Protester must adhere to all solicitation dates and deadlines, including timely filing of an offer, regardless of filing a protest.
- 17.3.** Offeror may protest an adverse determination issued by the City regarding responsibility and responsiveness, within seven days of the date the Offeror was notified of the adverse determination.
- 17.4.** Offeror may protest an award recommendation if the Offeror can establish that it had a substantial chance of being awarded the contract and will be harmed by the recommended award. The City will post recommendations to award the contract(s) to a particular Offeror on the City's website. Offeror must submit award protests within seven days after the posting of the award recommendation within the City's full and final discretion.
- 17.5.** All protests will be in writing, filed with the Procurement Officer identified in the solicitation and include the following:
 - Identification of the solicitation number;
 - The name, address and telephone number of the protester;
 - A detailed statement describing the legal and factual grounds for the protest, including copies of relevant documents;
 - The form of relief requested; and
 - The signature of the protester or its authorized representative.
- 17.6.** The Procurement Officer will render a written decision within a reasonable period of time after the protest is filed. The City will not request City Council authorization to award the contract until the protest process is complete. All



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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.

- 18. PUBLIC RECORD:** All Offers submitted in response to this solicitation will become the property of the City and become a matter of public record available for review pursuant to Arizona State law. If an Offeror believes that a specific section of its Offer response is confidential, the Offeror will isolate the pages marked confidential in a specific and clearly labeled section of its Offer response. An Offeror may request specific information contained within its Offer is treated by the Procurement Officer as confidential provided the Offeror clearly labels the information "confidential." To the extent necessary for the evaluation process, information marked as "confidential" will not be treated as confidential. Once the procurement file becomes available for public inspection, the Procurement Officer will not make any information identified by the Offerors as "confidential" available to the public unless necessary to support the evaluation process or if specifically requested in accordance with applicable public records law. When a public records request for such information is received, the Procurement Officer will notify the Offeror in writing of any request to view any portion of its Offer marked "confidential." The Offeror will have the time set forth in the notice to obtain a court order enjoining such disclosure. If the Offeror does not provide the Procurement Officer with a court order enjoining release of the information during the designated time, the Procurement Officer will make the information requested available for inspection.
- 19. LATE OFFERS:** Late Offers must be rejected, except for good cause. If a late Offer is submitted, the Department will document the date and time of the submittal of the late Offer, keep the Offer and notify the Offeror that its Offer was disqualified for being a late Offer.
- 20. RIGHT TO DISQUALIFY:** The City reserves the right to disqualify any Offeror who fails to provide information or data requested or who provides materially inaccurate or misleading information or data. The City further reserves the right to disqualify any Offeror on the basis of any real or apparent conflict of interest that is disclosed by the Offeror submitted or any other data or information available to the City. This disqualification is at the sole discretion of the City. By submission of a solicitation response, the Offeror waives any right to object now or at any future time, before any agency or body including, but not limited to, the City Council of the City or any court as to the exercise by the City of such right to disqualify or as to any disqualification by reason of real or apparent conflict of interest determined by the City. The City reserves the right to replace the disqualified Offeror.



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21. 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.

22. EQUAL LOW OFFER: 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 offers. If time permits, the offerors involved will be given an opportunity to attend the drawing. The drawing will be witnessed by at least three persons, and the contract file will contain the names and addresses of the witnesses.

23. DETERMINING RESPONSIVENESS AND RESPONSIBILITY: Offers will be reviewed for documentation of minimum qualifications, completeness and compliance with the solicitation requirements, the City reserves sole discretion to determine responsiveness and responsibility.

Responsiveness: Nonresponsive Offers will not be considered in the evaluation process. The solicitation states criteria that determine responsiveness, and the solicitation includes terms and conditions that if included or excluded from Offers (as the case may be) will render an Offer nonresponsive.

Responsibility: To obtain true economy, the City must conduct solicitations to minimize the possibility of a subsequent default by the Offeror, late deliveries, or other unsatisfactory performance that may result in additional administrative costs. It is important that the Offeror be a responsible Offeror. Responsibility includes the Offeror's integrity, skill, capacity, experience, and facilities for conducting the work to be performed.



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1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION:

Will, Must	Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of Offer as non-responsive.
Should	Indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, the City may, at its sole option, ask the Offeror to provide the information or evaluate the offer without the information.
May	Indicates something that is not mandatory but permissible.

For purposes of this solicitation, the following definitions will apply:

"A.R.S."	Arizona Revised Statute
"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 Offeror, and responsible for monitoring and overseeing the Offeror'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 Offeror.
"Days"	Means calendar days unless otherwise specified.
"Deputy Finance Director" or "Department 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 Offeror, employer means the independent Offeror and does not mean the person or organization that uses contract labor. (A.R.S. 23-211).



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“Offer”	Means a response from a supplier, Offeror or service provider to a solicitation request that, if awarded, binds the supplier, Offeror 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), and request for sealed Offers or any other type of formal procurement which the City makes public through advertising, mailings, or some other method of communication. It is the process by which the City seeks information, proposals, Offers or quotes from suppliers.
“Suppliers”	Firms, entities or individuals furnishing goods or services to the City.
“Vendor” or “Seller”	A seller of goods or services.

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:

- Special terms and conditions
- Standard terms and conditions
- Amendments
- Statement or scope of work
- Specifications
- Attachments
- Submittals
- Exhibits
- Instructions to Offerors
- Other documents referenced or included in the Invitation for Offer

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



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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 three years after completion of the contract. Such records will be produced at a City of Phoenix office as designated by the City.
- 3.2. CONFIDENTIALITY AND DATA SECURITY:**
- 3.2.1. All data, regardless of form, including originals, images and reproductions, prepared by, obtained by, or transmitted to Contractor in connection with this Agreement is confidential, proprietary information owned by the City, unless otherwise agreed upon within this Agreement. Except as specifically provided in this Agreement, the Contractor shall not disclose data generated in the performance of the service to any third person without the prior written consent of the City Manager or his/her designee.
- 3.2.2. Contractor agrees to abide by all current applicable legal and industry data security and privacy requirements and to notify the City immediately if the scope of work changes or personal identifying information or information subject to Payment Card Industry Standards becomes part of the Agreement.



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- 3.2.3. Contractor agrees to comply with all City information security and technology policies, standards, and procedures when accessing City networks and computerized systems whether onsite or remotely.
- 3.2.4. A violation of this Section may result in immediate termination of this Agreement without notice.
- 3.2.5. The obligations of Contractor under this section will survive the termination of this Agreement.

3.3. DISCRIMINATION PROHIBITED: Contractor agrees to abide by the provisions of the Phoenix City Code Chapter 18, Article V as amended.

3.3.1. 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.

3.4. EQUAL EMPLOYMENT OPPORTUNITY AND PAY: In order to do business with the City, Contractor must comply with Phoenix City Code, 1969, Chapter 18, Article V, as amended, Equal Employment Opportunity Requirements. Contractor will direct any questions in regard to these requirements to the Equal Opportunity Department, (602) 262-6790.

3.4.1. **For a Contractor with 35 employees or fewer:** Contractor in performing under this Agreement 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 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 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



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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.

3.4.2. **For a Contractor with more than 35 employees:** Contractor in performing under this Agreement 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 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 will 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 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 will 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.

3.5. **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:



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- 3.5.1. Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214, subsection A.
- 3.5.2. A breach of a warranty under paragraph 1 will be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.
- 3.5.3. 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.

3.6. 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.

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

3.8. 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 or released by the Contractor or any other person except with prior written permission by the City.

3.9. HEALTH, ENVIRONMENTAL AND SAFETY REQUIREMENTS: The Contractor's products, services and facilities will be in full compliance with all applicable Federal, State and local health, environmental and safety laws, regulations, standards, codes and ordinances, regardless of whether or not they are referred to by the City. At the request of City representatives, the Contractor will provide the City:

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

3.9.2. 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.

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).

3.10. COMPLIANCE WITH LAWS: Contractor agrees to fully observe and comply with all applicable Federal, State and local laws, regulations, standards, codes and



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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.

3.11. 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.

3.12. 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 Israel.

3.13. 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.

3.14. 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.

3.15. STRICT PERFORMANCE: Failure of either party to insist upon the strict performance of any item or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the acceptance of materials or services, obligations imposed by this contract or by law will not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.

4. 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 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.



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- 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.
- 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. 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.

5. CONTRACT CHANGES:

- 5.1. CONTRACT AMENDMENTS:** Contracts will be modified only by a written contract amendment signed by persons duly authorized to enter into contracts on behalf of the Contractor. No verbal agreement or conversation with any officer, agent, or employee of the City either before or after execution of the contract, will affect or modify any of the terms or obligations contained or to be contained in the contract. Any such verbal agreements or conversation will be considered as unofficial information and in no way binding upon the City or the Contractor. All agreements will be in writing and contract changes will be by written amendment signed by both parties.



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- 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.
- 5.4. 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 Department Director or delegate prior to the institution of the change.

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



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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 City.
- 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. RIGHT OF ASSURANCE:** 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



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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 Offer 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 that all materials prepared under this contract are "works for hire" within the meaning of the copyright laws of the United States and assigns to City all rights and interests Contractor may have in the materials it prepares under this contract, 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.



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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 fails to give the City a positive indication that Contractor will or can 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 is on the person who is conducting business in Arizona and the City of Phoenix. The legal liability to remit the tax is on the person conducting business in Arizona. 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 bid. You may also find information at <https://www.phoenix.gov/finance/plt> or



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<https://www.azdor.gov/Business.aspx>. Once your bid 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 agrees to remit any overpayments back to the City for miscalculations on taxes included in a bid price.

- 10. TAX INDEMNIFICATION:** Contractor will, and require the same of all subcontractors, pay all federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor will, and require the same of all subcontractors, 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.
- 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.



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

<i>Location</i>	<i>Address</i>
1. 22nd Avenue Service Center	2441 South 22nd Avenue, Phoenix, AZ 85009
2. Okemah Service Center,	3828 East Anne Street, Phoenix, AZ 85040
3. Glenrosa Service Center	4021 West Glenrosa, Phoenix, AZ 85019
4. Union Hills Service Center	138 East Union Hills, Phoenix, AZ 85024
5. Fire Operations Service Center	2625 South 19th Avenue, Phoenix, AZ 85009
6. Salt River Service Center	3045 South 22nd Avenue, Phoenix, AZ 85009
7. 27th Avenue Transfer Station	3060 South 27th Avenue, Phoenix, AZ 85009
8. North Gateway Transfer Station	3025 North Black Canyon Highway, Phoenix AZ 85085
9. 91st Avenue Waste Water Treatment Plant	5615 South 91st Avenue, Tolleson, AZ 85353
10. State Route 85 Landfill	28361 West Patterson Rd., Buckeye, AZ 85326
11. Southern Command Station	3443 South Central Avenue, Phoenix, AZ 85040
12. Black Mountain Precinct	33355 North Cave Creek Road, Cave Creek, AZ 85331
13. Cactus Park Precinct	12220 North 39th Avenue, Phoenix, AZ 85029
14. Central City Precinct	1902 South 16th Street, Phoenix, AZ 85034
15. Desert Horizon Precinct	16030 North 56th St, Scottsdale, AZ 85254
16. Estrella Mountain Precinct	2111 South 99th Avenue, Tolleson, AZ 85353
17. Maryvale Precinct	6180 West Encanto Blvd. Phoenix, AZ 85035
18. Mountain View Precinct	2075 East Maryland Avenue, Phoenix, AZ 85016
19. South Mountain Precinct	400 West Southern Avenue, Phoenix, AZ 85041

*the City reserves the right to add or subtract locations as needed.

2. **PRICE AND DISCOUNTS:** All prices offered will be firm and fixed for the term of the contract.
3. **METHOD OF ORDERING (PURCHASE ORDERS):** Contractor will deliver items and/or services only upon receipt of a written purchase order issued by the Department. 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 and must include the following:
- City purchase order number or shopping cart number,
 - Items listed individually by the written description and part number.



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- Unit price, extended and totaled.
- Quantity ordered, back ordered, and shipped.
- Invoice number and date.
- Requesting department name and "ship-to" 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 invoices submitted to cover items received and accepted during the billing period.
6. **PARTIAL PAYMENTS:** Partial payments are authorized on individual written purchase orders. Payment will be made for partial deliveries made and accepted by the City. Payment will be made only for the actual amount of items or services received and accepted by the City.
9. **COOPERATIVE AGREEMENT:** The City reserves the right to use this contract Citywide – other departments may use this contract upon both parties signing an amendment. In addition to the City and with approval of the Contractor, this contract may be extended for use by other municipalities and government agencies of the State of Arizona.

A current listing of eligible entities may be found at [S.A.V.E. | Maricopa County, AZ](#) and then click on Contracts, "S.A.V.E." listing and "ICPA". Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City shall not be responsible for any disputes arising out of transactions made by other public entities who utilize this Agreement.

10. **VENDOR PROFILE CHANGES:** It is the responsibility of the Contractor to promptly update their profile in [procurePHX](#). 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.
11. **POST AWARD CONFERENCE:** A post award conference may be held by the Department 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.
12. **SUSPENSIONS OF WORK:** The Department reserves the right to suspend work wholly or in part if deemed necessary for the best interest of the City. This suspension will be without compensation to the Contractor, other than to adjust the contract completion/delivery requirements.



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- 13. PERFORMANCE INTERFERENCE** - Contractor will notify the City's department contact immediately of any occurrence and/or condition that interferes with the full performance of the contract, and confirm it in writing within 24 hours.

Department Contact: Dan Barnum

Phone: 602-262-6068

- 14. SUBSTITUTION OF SPECIFIED ITEMS:** Whenever in the specifications any item or process is requested or specified by manufacturer name, proprietary name or patent, such specifications will be used for the purpose of facilitating descriptions of the item or process and will be followed by the words "or equal." The Contractor may offer any item or process that is equal in every respect. However, if the item or process delivered is not, in the opinion of the City of Phoenix, equal in every respect to the specifications then the Contractor must furnish the item or material with one that in, the opinion of the City of Phoenix, is equal.

- 15. 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 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, except that the estimated quantity shown for each bid item shall not be exceeded by 10 percent without the express written approval of the Deputy Finance Director, Procurement Division or delegate. Any demand or order made by any employee or officer of the City of Phoenix, other than the Deputy Finance Director, Procurement Division or designated representative, for quantities in excess of the estimated quantities and dollar amounts shall be void if the written approval of the Deputy Finance Director or delegate was not received prior to the Contractor's performance.

- 16. PRODUCT DISCONTINUANCE** - The City may award contracts for particular products and/or models of equipment as a result of the solicitation. In the event that a product or model is discontinued by the manufacturer, the City, at its sole discretion, may allow the Contractor to provide a substitute for the discontinued item. Contractor will request permission to substitute a new product or model and provide the following:

- 16.1.** A formal announcement from the manufacturer that the product or model has been discontinued.
- 16.2.** Documentation from the manufacturer that names the replacement product or model.
- 16.3.** Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original solicitation.
- 16.4.** Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.



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16.5. Documentation from the manufacturer confirming the price for the replacement item.

The Deputy Finance Director or Department Director will be the sole judge in determining the allowable substitute, new product or model change for discontinued item.

- 17. COMMUNICATION IN ENGLISH** - It is mandatory that the Contractor's lead person assigned to any City's facility be able to speak, read and write in English in order to communicate as the site contact.
- 18. DELIVERY TIME** - All deliveries will be made between the hours of 7 a.m. and 3 p.m., local time, Monday through Friday, excluding City holidays.
- 19. CONTRACT EXTENSION OPTION** - The City may, at its sole option, extend the period of this contract up to four additional years, in increments of up to one year.
- 20. 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 prior to the institution of the change.
- 21. INVENTORY LEVELS:** Contractor's inventory level of the item(s) may be a factor in the City's award decision. Contractor will be required to maintain sufficient local inventory to provide daily support of the City's requirement. Failure to supply sufficient support may result in cancellation of the contract.
- 22. OVER-THE-COUNTER PURCHASES:** To support daily operations, Contractor must be a local stocking distributor and able to supply material on a walk-in over-the-counter basis. The majority of purchases will be this type. Orders may also be phoned or placed by electronic transmission for will-call pickup or delivery by the contractor.

City employee receiving the goods must sign for all items picked up, using a complete signature. City employee shall receive an itemized, priced and extended totaled invoice, packing slip, or delivery ticket.

If packing slips are used and are of a different numerical sequence than final invoices, the packing slip number must be referenced on the final invoice.

Separate accounts shall be maintained for the various departments and their subdivisions.



SECTION III – SPECIAL TERMS AND CONDITIONS

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Contractor must be capable of retrieving information relating to invoices utilizing contract release number given at the time the order was placed.

- 23. PARTS EXCHANGE - AUTO STORES:** Contractor expressly agrees to exchange on an equal dollar basis all unused parts of the same manufacturer and brand purchased during the term of the contract period. Parts to be exchanged will be those parts which have become obsolete to the City. The Deputy Finance Director or Department Director, Procurement Division will be the sole judge of obsolescence.
- 24. MISCELLANEOUS FEES:** Additional charges for fuel surcharges, delivery charges, dealer prep, environmental fees, waste fees, shop supplies, freight and/or shipping and handling and other miscellaneous charges will not be paid; these charges must be included in the solicitation submittal price. Invoices will be processed for the submitted prices only.

Labor rates (Shop and On-Site) shall be charged as a flat hourly rate. Travel hours, Contractor(s) equipment, licensing, permits, overhead, environmental disposal, fuel surcharge and any other incidental fees will not be permitted under this agreement. Labor time period will be from “check in” and “check out” at either Contractor or City facilities. City business hours are defined as 6:00 a.m. to 5:00 p.m. (local Phoenix, AZ time) during regular business days and excluding City holidays (Non City Business Hours: 5:01 p.m. to 5:59 a.m. non regular business days and City Holidays). Contractor(s) should take these into consideration when preparing their Offer response.

25. CATALOGS AND/OR PUBLISHED PRICE LIST:

25.1. Solicitations shall be submitted on the basis of a discount from a manufacturer's most recent Published Catalogs(s).

All product catalogs shall be provided in either electronic or paper copy using properly identified, and dated as to issuance and effectiveness. Electronic copies of the catalogs are preferred. Accessory information will likewise be sufficiently detailed so as to cover all components and their individual parts that would be installed on the vehicle.

Electronic Copy – Internet connectivity is preferred. If not available via internet, either compact disc (CD), digital versatile disc (DVD) or electronic media will be accepted, formatted to City software. One electronic copy each of the manufacturer book shall be supplied. The manufacturer's catalog number used for each accessory shall also be provided. Electronic copies shall be presented in a word or text searchable format acceptable by the City.

A release shall be provided allowing the City the rights to install electronic copies to the City's intranet website. Access to manufacturer's websites is acceptable in lieu of paper, CD, or DVD; however, access must be operable to the City during the term of agreement.



SECTION III – SPECIAL TERMS AND CONDITIONS

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If only a printed format is available, a total of two copies each of the manufacturer catalog shall be supplied. One copy of the complete technical specifications, cut/tear sheets, brochures, pictures, drawing, etc., to be used by City for reference.

Revised Published Price Lists may be used as a means of price adjustment. However, all bids are to be firm for a period of 90 days after the Offer opening date and Revised Price Lists will not be accepted by the City until after that date. Revised Published Price Lists will be accepted only in the event of an industry-wide price change, as evidenced by the issuance of revised price lists, by the manufacturer. Price adjustments will not be made for changes in freight costs.

Revised catalog(s) will not become effective until revised list(s) are submitted to the City identifying the applicable SOLICITATION and contract agreement number. Thereafter, catalogs will be considered are submitted within 90 days of advance notice. Contractor cover letter and catalog information must be date, signed, and submitted to the procurement officer on the front page of the solicitation.

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



SECTION IV – INSURANCE AND INDEMNIFICATION

**CITY OF PHOENIX
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SECTION IV – INSURANCE AND INDEMNIFICATION

1. INDEMNIFICATION:

Vendor (Indemnitor) must indemnify, defend, save and hold harmless the City of Phoenix and its officers, officials, agents, and employees ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) ("Claims") caused, or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of Vendor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any Claims arising out of or recovered under the Workers' Compensation Law or arising out of the failure of Vendor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. Vendor must indemnify Indemnitee from and against any and all Claims, except those arising solely from Indemnitee's own negligent or willful acts or omissions. Vendor will be responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Contract, Vendor waives all rights of subrogation against Indemnitee for losses arising from the work performed by Vendor for the City. The obligations of Vendor under this provision survive the termination or expiration of this Contract.

2. INSURANCE REQUIREMENTS:

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

These insurance requirements are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The City in no way warrants that the minimum limits stated in this section are sufficient to protect the Vendor from liabilities that might arise out of the purchase and use of the commodities sold under this Contract by the Vendor, his agents, representatives, employees or subcontractors and Vendor is free to purchase such additional insurance as may be determined necessary.

2.1. MINIMUM SCOPE AND LIMITS OF INSURANCE: Vendor must provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

2.1.1. Commercial General Liability – Occurrence Form

Policy must include bodily injury, property damage and broad form contractual liability coverage.

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



SECTION IV – INSURANCE AND INDEMNIFICATION

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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

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

3. ADDITIONAL INSURANCE REQUIREMENTS: The policies are to contain, or be endorsed to contain, the following provisions:

- The Vendor’s insurance coverage must be primary insurance and non-contributory with respect to all other available sources.

4. NOTICE OF CANCELLATION: For each insurance policy required by the insurance provisions of this Contract, the Vendor must provide to the City, within 2 business days of receipt, a notice if a policy is suspended, voided or cancelled for any reason. Such notice must be mailed, emailed, hand delivered or sent by facsimile transmission to (City of Phoenix Department Representative’s Name & Address & Fax Number).

5. 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 above-required minimum insurer rating is sufficient to protect the Vendor from potential insurer insolvency.

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

All certificates and any required endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the



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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 are to be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY'S RISK MANAGEMENT DIVISION.**

7. APPROVAL: Any modification or variation from the insurance requirements in this Contract must have prior approval from the City of Phoenix Law Department, whose decision is final. Such action will not require a formal contract amendment, but may be made by administrative action.



SECTION V – SCOPE OF WORK

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SECTION V – SCOPE

1. INTRODUCTION

The City of Phoenix, Public Works Department, Fleet Services Division (FSD) is responsible for maintaining a fleet of over 7,500 different vehicles including light, medium, and heavy duty; including refuse collections trucks to various fire apparatus. FSD's mission is to provide our customers with fleet equipment that is safe, efficient, reliable, sustainable, and supports their mission in serving the City of Phoenix residents.

The Contractor shall provide parts and accessories as required for the City's automotive and equipment fleet. These parts and accessories shall be supplied on an "as needed" / "if needed" basis for a period of one (1) year beginning after City Council approval, according to the requirements contained herein. Contractors shall provide all parts and accessories offered by the manufacturers which they represent.

2. CONTRACTOR REQUIREMENTS

a. Inventory and Delivery Requirements

The Contractor shall establish and maintain sufficient local product inventory to support the City's fleet of vehicles and equipment. The Contractor shall guarantee that stock of products specified in this agreement is available locally and shall provide parts delivery and will call services, excluding weekends.

Deliveries will be marked as complete (ship or cancel). Any item(s) on back order will require notification from the vendor to the ordering shop. The back order item(s) will be canceled from the original purchase order and the ordering shop will provide a new purchase order number for the back order item(s). Once the back order item(s) are delivered and marked as complete, the new purchase order number will be included on the delivery documents and the invoice for the back order item(s).

Special handling and/or freight charges must be pre-approved. The Contractor will assume all shipping/delivery charges unless prior authorization from the City is provided. If such authorization is received, the City will reimburse the Contractor as a pass through cost on the invoice with documentation that includes the price the Contractor paid for the special handling or freight.

The Contractor must meet the following fill rates:

The Contractor will make available or deliver a minimum of 85% of all orders within 24 hours after receipt of order, excluding weekends. Orders placed on Friday must be delivered by the following Monday to meet this fill rate requirement.

The Contractor will make available or deliver all orders within one week after the receipt of order.

For orders requiring more time than allowed, as outlined above, the Contractor will notify the City authorized representative by email. This notification must include the reason for the delay, backorder information and estimated date/time of delivery. The Contractor will provide status updates on the order until delivered.



SECTION V – SCOPE OF WORK

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In the event that an item cannot be supplied immediately from Contractor's stock, the City reserves the right to purchase the item from other sources when the City determines that it is an emergency purchase need.

Contractor must off-load all deliveries and pick up parts cores weekly at no additional cost to City.

The Contractor may make multiple daily deliveries to multiple locations Monday through Friday, as required, to fulfill orders. Delivery schedules to be determined by ordering location.

Deliveries will be made to various City locations. Below is a list of possible delivery locations with addresses:

Location	Address
1. 22nd Avenue Service Center	2441 South 22nd Avenue, Phoenix, AZ 85009
2. Okemah Service Center,	3828 East Anne Street, Phoenix, AZ 85040
3. Glenrosa Service Center	4021 West Glenrosa, Phoenix, AZ 85019
4. Union Hills Service Center	138 East Union Hills, Phoenix, AZ 85024
5. Fire Operations Service Center	2625 South 19th Avenue, Phoenix, AZ 85009
6. Salt River Service Center	3045 South 22nd Avenue, Phoenix, AZ 85009
7. 27th Avenue Transfer Station	3060 South 27th Avenue, Phoenix, AZ 85009
8. North Gateway Transfer Station	3025 North Black Canyon Highway, Phoenix AZ 85005
9. 91st Avenue Waste Water Treatment Plant	5615 South 91st Avenue, Tolleson, AZ 85353
10. State Route 85 Landfill	28361 West Patterson Rd., Buckeye, AZ 85326
11. Southern Command Station	3443 South Central Avenue, Phoenix, AZ 85040
12. Black Mountain Precinct	33355 North Cave Creek Road, Cave Creek, AZ 85014
13. Cactus Park Precinct	12220 North 39th Avenue, Phoenix, AZ 85029
14. Central City Precinct	1902 South 16th Street, Phoenix, AZ 85034
15. Desert Horizon Precinct	16030 North 56th St, Scottsdale, AZ 85254
16. Estrella Mountain Precinct	2111 South 99th Avenue, Tolleson, AZ 85353
17. Maryvale Precinct	6180 West Encanto Blvd. Phoenix, AZ 85035
18. Mountain View Precinct	2075 East Maryland Avenue, Phoenix, AZ 85016
19. South Mountain Precinct	400 West Southern Avenue, Phoenix, AZ 85041

3. WARRANTY REQUIRMENTS

Contractor will guarantee all products supplied under this contract for a minimum period of twelve (12) months against defects in material and workmanship.



SECTION V – SCOPE OF WORK

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Freight charges, restocking fees from manufacturer, process and handling to include parts and labor will be borne by the Contractor.

Contractor shall issue a credit memo to the City of Phoenix Auto Stores for failed products. Replacement parts will not be accepted under this contract.

All merchandise involved in warranty claims will be picked up from City locations by the Contractor on a weekly basis. Warranty claims must be processed within three (3) weeks of pick up. All Contractor disputed warranty claims will be brought to the attention of the Fleet Services Division's Warranty Department within that same three (3) week period in writing. If the claim is not disputed in the allotted time period, the claim shall be deemed approved and payable to the City.

4. CONTRACTOR QUALIFICATIONS

Contractor shall utilize properly qualified employees in the performance of this contract. A qualified employee is defined as one who is trained and capable of properly, safely, and promptly providing services requested in association with this contract. Unqualified employees are not permitted to provide assistance of any kind under this contract.

A high level of customer service and professionalism is a priority for the City. Contractor and Contractor employees shall provide services in a professional, business-like and efficient manner providing the highest level of assistance, service and courtesy to patrons of the facility. Complaints must be responded to quickly and the City's representative must be informed of all customer issues and resolutions immediately. All communications shall be through the City representative.

If the City determines, for any reason, that the qualifications, actions or conduct of any Contractor employee has violated this agreement or is otherwise detrimental to the City, a written notice will be issued to the Contractor. Upon receipt of such notice the Contractor shall promptly provide a qualified replacement person(s) to provide services under this contract. Examples of such conduct include: performing unsatisfactory services; poor customer service; interfering with operation of City fleet; or inappropriate behavior towards occupants, other contractors or subcontractors.

5. CONTRACTOR SERVICES

Upon request, the Contractor shall provide an accurate and complete report detailing all orders placed under this contract. This report shall include:

- The date the order was placed.
- Description of the part and accessory (Manufacturer's Part Number, Catalog Date, List Price, Discount Price).
- Carrier shipping information.
- The date the order is complete.
- City reference order number.



SECTION V – SCOPE OF WORK

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Services provided under this contract shall be performed in conformance with all provisions of this agreement; legal statutes; code requirements; applicable OEM specifications; and Fleet Services Policies.

The City reserves the right to exchange or receive vendor credit, on an equal dollar basis, all unused parts, in their original packaging, and of the same manufacturer and brand stocked by the contract vendor. The Contractor will credit returned parts at the current City cost (at time of exchange) less a maximum 10% restocking charge. Credits will not be required for parts that have become obsolete more than 12 months after the original date of acceptance of that part by the City. Parts to be exchanged will be those parts, which have become obsolete to the City. The City will be the sole judge of obsolescence.

The City will not supply invoices for returns on stock clean ups. Stock clean ups are done on as needed basis, but no more frequently than twice a year per year delivery location.

6. SPECIFIC PARTS DESCRIPTION

Unless otherwise indicated, no substitutions or alternate product lines are permitted for parts offered under this contract. For those products where an equivalent is acceptable, the Contractor must supply technical specifications/product literature proving the equivalency of the offered brand to the listed manufacturer.

7. INSPECTION AND ACCEPTANCE

The City reserves the right to accept or reject parts delivered in damaged packaging or unsatisfactory condition within a 24-hour period.

Items reserved for stock and are not immediately installed may be returned to Contractor if City finds part damaged or non-functioning within six months from the date the part was accepted by the City.

8. PROMOTIONAL PRICING

The Contractor may offer sales promotions to the City at the Contractor's discretion, for specific products or groups of products within the scope of this Contract. Sales promotions can include additional rebates, specials, product discounts offered by manufacturers, etc.

9. SAFETY, PRECAUTIONS AND CLEANLINESS

Contractor(s) shall follow all delivery procedures set forth by City policies. Including staying in designated areas deemed safe for delivery drop off (i.e. following speed limits on City property, use of proper safety protection, time restrictions of accepting deliveries, etc.)

Contractor(s) shall perform these services in a safe manner for means, methods, techniques, procedures, and safety precautions in connection with performance of these services.

Contractor(s) shall be responsible for its employees and the execution of all required safety, precautions and cleanliness during services under this contract.



SECTION V – SCOPE OF WORK

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10. PRICING

The City shall provide a spreadsheet of specific parts currently used. The Contractor will complete the spreadsheet in its entirety and will reflect the contracted rate and discounts set forth by the Contractor. This shall be mandatory for Contractor to do business with the City.

11. INVOICE / CREDIT MEMO REQUIREMENTS

Contractor will not deliver parts without obtaining the proper purchase order number.

The city will not pay for unauthorized modifications or additions.

Credit Memo requirements:

- Credit memos shall be created as a one-to-one basis. Credits given on items shall be from the same original invoice and purchase order number.
- Credit memos are to have the following information to be processed in a timely manner:
 - Original invoice number item was ordered on
 - Original purchase order number from original invoice
 - Credit memos must be clearly marked as to type of credit
 - Warranty
 - Core
 - General returns (not for warranty or cores)



SECTION VI – SUBMITTALS

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SECTION VI - SUBMITTALS

- 1. COPIES: Please submit one original, one copy, and one electronic copy (USB or CD) of the Submittal Section, an updated W-9, a sample invoice, and all other required documentation. Please submit only the Submittal Section, do not submit a copy of the entire solicitation document. This offer will remain in effect for a period of 180 calendar days from the bid opening date and is irrevocable unless it is in the City's best interest to do so.

Table with 4 columns: Document, Original, Electronic, Copy. Rows include Submittal (Signed and Completed) and Attachment A (Excel Format Only) - PDF or other formats will not be accepted.

2. COSTS AND PAYMENTS:

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

[X] Contractor offers a prompt payment discount of either 0% - 30 days or 0% - 45 days - to apply after receipt of invoice or final acceptance of the products (invoice approval), whichever date is later, starts the 30 days. If no prompt payment discount is offered, the default is 0%, net 45 days; effective after receipt of invoice or final acceptance of the products, whichever is later. Payment terms offering a discount will not be considered in the price evaluation of your offer.

[] Contractor may be paid immediately upon invoice approval, if enrollment is made to the Single Use Account (SUA) Program, administered by the City's servicing bank ("Bank"). By checking this box, the vendor accepts transaction costs charged by their merchant bank and agrees not to transfer to the City those extra charges. The City will not pay an increase in our services for the SUA charges; if an audit uncovers an upcharge for the SUA charges the vendor will owe the City all costs. The vendor may opt-out of the SUA program once, but then may not rejoin during the same contract term.

- 3. EMERGENCY TWENTY-FOUR HOUR SERVICE: Emergency 24-hour service is to be provided by Contractor at no additional cost. The Contractor will provide an emergency contact person, with phone number, who is authorized to release material to the City of Phoenix during non-business hours, in the event of an emergency repair requirement. Any changes in contacts must be promptly submitted to the City.

Name N/A
Telephone Number N/A
Alternate Contact N/A
Telephone Number N/A

Offeror Name: WW WILLIAMS D.B.A. AUTO SAFETY HOUSE



SECTION VI – SUBMITTALS

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4. CATALOGS AND PRICE LISTS: Contractor must provide with its submittal the date of the current manufacturer's price list, and must identify the catalog that will be in effect at the commencement of the contract and from which the discounts offered will be evaluated.

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

7.1 All discounts offered will be firm and fixed for the entire contract period. Discounts offered must be expressed as a single percentage (%) figure for each contract item.

7.2 Solicitations will be submitted on the basis of a discount from a manufacturer's most recent Published Price List(s). Such Published Price List(s) must be common to, and accepted by, the industry in general.

Revised Published Price Lists may be used as a means of price adjustment. However, all offers are to be firm for a period of 180 days after the solicitation opening date and Revised Price Lists will not be accepted by the City until after that date.

Revised Published Price(s) will not become effective until revised list(s) are submitted to the City under Contractor cover letter identifying the applicable contract agreement number.

One copy of revised price list will be required.

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

5. YEARS IN BUSINESS AND REFERENCES: Contractor certifies that they have provided complete sale of automotive or equipment parts listed in this solicitation for a period of three years.

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

Company Name CITY OF MESA
Address 20 E. MAIN STREET SUITE 400, MESA 85211
Reference DARRYL WOODSON

Offeror Name: W.W. WILLIAMS D.B.A. AUTO SAFETY HOUSE



SECTION VI – SUBMITTALS

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Telephone Number 480-644-2655
Email address darryl.woodson@mesaaz.gov
Company Name MARICOPA COUNTY
Address 320 WEST LINCOLN STREET, PHOENIX 85003
Reference IRMA GUZMAN
Telephone Number 602-506-8715
Email address GUZMANI@MAIL.MARICOPA.GOV
Company Name ALLISON TRANSMISSION
Address MAILBOX 128 ONE ALLISON WAY, INDIANAPOLIS, 46222
Reference LISA RUSH
Telephone Number 317-242-4273
Email address LISA.RUSH@ALLISONTRANSMISSION.COM

Offeror Name: W.W. WILLIAMS D.B.A. AUTO SAFETY HOUSE



SECTION VI - SUBMITTALS

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OFFER

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

Arizona Sales Tax No. 21113924
Use Tax No. for Out-of State Suppliers
City of Phoenix Sales Tax No.
Arizona Corporation Commission File No.

Taxpayer's Federal Identification No.: If recommended for contract award, Bidder agrees to provide its federal taxpayer identification number or as applicable its social security number to the City of Phoenix for the purposes of reporting to appropriate taxing authorities, monies paid by the City of Phoenix under the awarded contract.

Enter City's Registration System ID Number
Located at City's eProcurement website (see
SECTION I - INSTRUCTIONS - CITY'S
REGISTRATION) 3525105

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 1/6/2020 (TS)

W.W.WILLIAMS, LLC D.B.A. AUTO SAFETY HOUSE
Verify Name and type of company
(LLC, Inc., Sole Proprietor)

TONY SWINSON - GENERAL SALES
Printed Name and Title MANAGER
(Member, Manager, President)

Address W.W.WILLIAMS, LLC., D.B.A. AUTO SAFETY HOUSE
2630 WEST BUCKEYE ROAD
City, State and Zip Code PHOENIX, AZ 85009
Telephone Number (602) 269-9721
Company's Fax Number (602) 278-3916
Company's Toll Free # (800) 352-5355
Email Address tswinson@AUTOSAFETYHOUSE.COM

Offeror Name: W.W.WILLIAMS D.B.A AUTO SAFETY HOUSE



SECTION VI – SUBMITTALS

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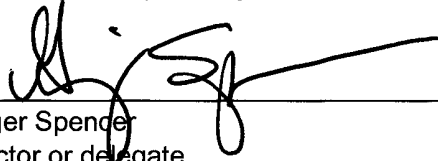
ACCEPTANCE OF OFFER

The Offer is hereby accepted.

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

This contract shall henceforth be referred to as Contract No. 152044. The Contractor has been cautioned not to commence any billable work or provide any material or service under this contract until Contractor receives purchase order, or contract documentation.

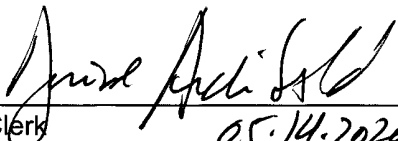
CITY OF PHOENIX
A Municipal Corporation
Ed Zuercher, City Manager



Ginger Spender
Director or delegate,
Public Works Department

Awarded this 6 day of May 2020.

ATTEST:



City Clerk 05.14.2020



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

917 01 11 11 11

Offeror Name: W.W. WILLIAMS D.B.A. AUTO SAFETY HOUSE



SECTION VI – SUBMITTALS

CITY OF PHOENIX
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SOLICITATION TRANSPARENCY FORM - This form must be signed and submitted to the City and all questions must be answered or indicate N/A, or your Offer may be considered non-responsive.

1. Name of person submitting this disclosure form.

Tony	K	SWINSON	
First	MI	Last	Suffix

2. Contract Information

Solicitation # or Name: IFB 21-FSD-002

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

W.W. WILLIAMS, D.B.A. AUTO SAFETY HOUSE
 L.L.C

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.

N/A

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

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

N/A

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.

DANIEL BAUER
 VICE PRESIDENT, GENERAL COUNSEL & SECRETARY
 5025 BRADENTON AVENUE, SUITE 130
 DUBLIN, OH 43017

7. Disclosure of conflict of interest:

Offeror Name: W.W. WILLIAMS D.B.A. AUTO SAFETY HOUSE



SECTION VI – SUBMITTALS

CITY OF PHOENIX
200 W Washington St.,
7th Floor
Phoenix, AZ 85003
(602) 256-5634

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:

8. Notice Regarding Prohibited Interest in Contracts

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

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

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

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

9. Acknowledgements

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

Offeror Name: W.W. WILLIAMS D.B.A. AUTO SAFETY HOUSE



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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.

A

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**.

10. Fraud Prevention and Reporting Policy

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

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

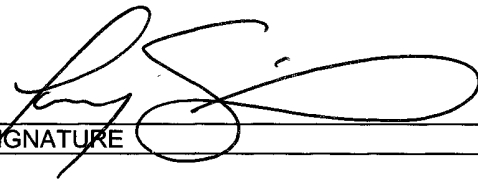
OATH

I affirm that the statements contained in this form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

Should any of the answers to the above questions change during the course of the contract, particularly as it relates to any changes in ownership, applicant agrees to update this form with the new information within 30 days of such changes. Failure to do so may be deemed a breach of contract.

TONY SWINSON
PRINT NAME

GENERAL SALES MANAGER
TITLE


SIGNATURE

1/6/2020
DATE

W.W. WILLIAMS, LLC D.B.A. AUTO SAFETY HOUSE
COMPANY (CORPORATION, LLC, ETC.) NAME and DBA



**ATTACHMENT A
IFB 21-FSD-002 (AC) AUTOMOTIVE AND EQUIPMENT PARTS
REQUIREMENTS CONTRACT**

**CITY OF PHOENIX
Public Works Department
Procurement Division
200 W. Washington St.
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Phoenix, AZ 85003
Phone: (602) 256-5634**

**AUTOMOTIVE AND EQUIPMENT SAMPLE LIST
BY MANUFACTURER**

OFFEROR NAME

1. Offeror will not modify this form in any way other than providing information and prices as requested.
2. Prices will be all inclusive with the exception of applicable taxes.
3. Offeror will provide the requested information for each part listed for the manufacturer for which they are submitting bids. Failure to provide this information may be considered as non-responsive and rejected.

Provide discount price from catalog publication date for each manufacturer. Cost markup will not be accepted per City of Phoenix A.R. 3.10
We currently have over 1000 Manufacturer's associated with our parts supply. Below is a list of our more commonly used manufacturer's in stock.
For Manufacturer's not listed, provide the names of any additional Manufacturer's your company can provide along with publication information and discount rates.

Manufacturer	Bidding On Y or N	Indicate publication & price base (i.e. wholesale, dealer, list, jobber) and Identifier (i.e. expiration, number or edition etc.)	(Choose One) Discount Price %
3M			%
A/C DELCO			%
A1 CARDONE			%
AIRTEX			%
ALCOA WHEELS			%
ALLISON			%
AMERICAN LAFRANCE			%
AMFLO			%
ANCHOR DOAN			%
ANCO WIPERS, ARMS, PUMPS & RESEVOIRS			%
ANCRA			%
ARM LIFT			%
ATWOOD			%
AU-VE-CO			%
AWECO			%
BALDWIN FILTERS	Y	LIST PRICE 1/3/2020	69.00%
BCA / NATIONAL / MOOG BEARINGS, HUBS & SEALS	Y	LIST PRICE 1/3/2020	61.77%
BENDIX AUTOMOTIVE BRAKE PRODUCTS			%
BENDIX HD AIR BRAKE & VALVE PRODUCTS			%
BMW - MOTORCYCLE PARTS			%
BOBCAT			%
BOSCH			%
BROOM BEAR SWEEPER			%
BROWN BEAR			%
BUSSMAN FUSES, CIRCUIT BREAKERS			%
CARRIER ROOFTOP A/C UNITS			%
CASE CONSTRUCTION			%
CATERPILLAR OFF-HIGHWAY			%
CATERPILLAR ON-HIGHWAY			%
CHICAGO SEALS			%

W.W. WILLIAMS D.B.A AUTO SAFETY HOUSE



ATTACHMENT A
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CHRYSLER, DODGE & RAM			%
CODE 3 VEHICLE SAFETY PRODUCTS			%
COLE-HERSEE			%
COLEMAN ROOFTOP A/C UNITS			%
CONTITECH AIR BAGS			%
CRC INDUSTRIES			%
CUMMINS ENGINE CO.	Y	LIST PRICE 1/3/2020	26.06%
DASH DESIGNS			%
DAYTON SPRING			%
DELPHI			%
DENSO			%
DETROIT DIESEL			%
DEXTER	Y	LIST PRICE 1/3/2020	59.58%
DILL AIR CONTROLS			%
DONALDSON FILTRATION	Y	LIST PRICE 1/3/2020	33.53%
DORMAN / MOTORMITE			%
EATON-WEATHERHEAD FITTINGS & TUBING			%
ECCO ALARMS & WARNING LIGHTS	Y	LIST PRICE 1/3/2020	46.66%
ELGIN SWEEPER			%
EUCLID BRAKE PRODUCTS			%
FEDERAL SIGNAL PUBLIC SAFETY SYSTEMS	Y	LIST PRICE 1/3/2020	28.86%
FEL-PRO			%
FIRESTONE AIR BAGS			%
FLEETGUARD			%
FORCE 4			%
FORD MOTOR COMPANY			%
FOUR SEASONS			%
FREIGHTLINER			%
GATES HOSES, BELTS AND WATER PUMPS			%

W.W. WILLIAMS LLC D.B.A. AUTO SAFETY HOUSE



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GATES HYDRAULIC			%
GE LAMPS			%
GENERAC			%
GENERAL MOTOR CORP			%
GROTE			%
GROVER			%
GUNITE			%
HALDEX BRAKE PRODUCTS			%
HASTINGS FILTERS			%
HAYDEN COOLING PRODUCTS			%
HELI-COIL			%
HELLA LIGHTING AND ELECTRICAL			%
HENDRICKSON SUSPENSION PRODUCTS			%
HONDA MOTORCYCLE			%
HONDA POWER EQUIP			%
HORTON			%
HOSE CLAMPS - GEAR, LINED, "T" BOLT & CONSTANT TORQUE			%
INGERSOL-RAND GENERATOR & COMPRESSOR	Y	LIST PRICE 1/3/2020	53.30%
INTERNATIONAL			%
ISUZU			%
JOHN DEERE CORP - AGRICULTURAL (GREEN)			%
JOHN DEERE CORP - CONSTRUCTION (YELLOW)			%
KAWASAKI			%
KOHLER GENERATOR & ENGINE PARTS			%
KRYLON PAINT PRODUCTS			%
KUBOTA			%
KYB SHOCKS, STRUTS AND MOUNTS			%
LITTLE FUSE	Y	LIST PRICE 1/3/2020	65.66%
LOAD CONTROL - CHAIN, WIRE ROPE & CABLE, BINDERS, ETC.			%
LOCTITE			%
MACK TRUCK PARTS			%
MEI AIR CONDITIONING			%
MERCEDEZ BENZ - DIESEL ENGINE			%
MERITOR			%
MIDLAND BRAKE PARTS			%
MILTON INDUSTRIES, INC.			%

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MONROE SHOCKS, STRUTS AND MOUNTS			%
MOOG DRIVETRAIN, STEERING AND CHASSIS			%
MOPAR - AFTERMARKET			%
MOTORCRAFT - AFTERMARKET			%
MUDFLAPS - RUBBER & PLASTIC			%
MYERS TIRE SUPPLY			%
NATIONAL OIL SEALS	Y	LIST PRICE 1/3/2020	64.01%
NEW PIG			%
ONAN			%
OPW FUEL PRODUCTS			%
PARKER HOSE AND FITTING			%
PARTS MASTER			%
PEAK ANTIFREEZE - PXA053 AND FXA053			%
PEERLESS INDUSTRIES	Y	LIST PRICE 1/3/2020	55.00%
PERMATEX			%
PETERBILT MOTORS CO			%
PHILLIPS			%
PIERCE			%
POLARIS			%
PRECO SAFETY			%
PUBLIC SAFETY EQUIPMENT (PSE)			%
R134A REFRIGERANT - 30LB			%
RAYBESTOS			%
REBUILT STARTERS, ALTERNATORS AND MOTORS			%
RED DOT			%
REMA TIP TOP - AUTOMOTIVE			%
REMY AUTOMOTIVE / BBB INDUSTRIES			%
REYCO VEHICLE SUSPENSION			%
ROCKWELL AIR BRAKE			%
SAF HOLLAND			%
SAFETY VISION			%
SANTECH INDUSTRIES			%
SEALCO			%
SKF BEARINGS			%
SLOAN			%
SPECTRA PREMIUM INDUSTRIES			%
SPICER			%
SPICER-EATON			%

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SPILLTECH			%
STANDARD MOTOR PRODUCTS			%
STANDARD WIRE & CABLE			%
STANT			%
STEMCO			%
STRONGARM LIFT STRUTS			%
SUZUKI - MOTORCYCLE			%
SYLVANIA LAMPS & BULBS			%
TARGET TECH	Y	LIST PRICE 1/3/2020	46.43%
TECH TIRE REPAIR			%
TEREX			%
TIMKEN			%
TOMPKINS INDUSTRIES			%
TRACTION / TWD H.D. TRUCK PARTS			%
TRUCKLITE	Y	LIST PRICE 1/3/2020	62.14%
UNITY LIGHTING	Y	LIST PRICE 1/3/2020	48.67%
VELVAC			%
VICTOR GASKETS			%
WACKER/NEUSON			%
WAGNER LAMPS & BULBS	Y	LIST PRICE 1/3/2020	63.82%
WALKER EXHAUST			%
WAYNE MFG CO			%
WEATHERHEAD EATON			%
WEATHERTECH			%
WEBB WHEEL			%
WHELEN	Y	LIST PRICE 1/3/2020	33.23%
WIX FILTERS			%
MISCELLANEOUS MANUFACTURER			%
Buyers	Y	LIST PRICE 1/3/2020	58.65%
Cox Reels	Y	LIST PRICE 1/3/2020	17.26%
Liftmoore	Y	LIST PRICE 1/3/2020	36.15%
Havis-Shield Equipment	Y	LIST PRICE 1/3/2020	32.50%
RKI, Inc.	Y	LIST PRICE 1/3/2020	55.45%
Pulltarps	Y	LIST PRICE 1/3/2020	55.90%
Fillrite	Y	LIST PRICE 1/3/2020	44.03%
Ramsey Winch	Y	LIST PRICE 1/3/2020	36.55%
Mobile Climate Control	Y	LIST PRICE 1/3/2020	52.13%
Dayco Products	Y	LIST PRICE 1/3/2020	54.58%

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	Y or N		
Tekonsha	Y	LIST PRICE 1/3/2020	59.58%
Pollak	Y	LIST PRICE 1/3/2020	64.76%
Peterson	Y	LIST PRICE 1/3/2020	68.09%
Q-Straint	Y	LIST PRICE 1/3/2020	51.35%
Solar Technology	Y	LIST PRICE 1/3/2020	19.49%
Braun	Y	LIST PRICE 1/3/2020	39.78%
Maxon Lift	Y	LIST PRICE 1/3/2020	35.09%
Go Power	Y	LIST PRICE 1/3/2020	33.53%
Tommy Gate	Y	LIST PRICE 1/3/2020	42.07%
Bulldog	Y	LIST PRICE 1/3/2020	50.54%

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