

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
BTE BODY COMPANY, INC.**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2023, between the City of Glendale, an Arizona municipal corporation (the "City"), and BTE Body Company, Inc., a Texas corporation authorized to do business in Arizona, ("Contractor"), collectively, the "Parties."

**RECITALS**

- A. On August 26, 2021 under a S.A.V.E. Cooperative Purchasing Agreement, the City of Tempe entered into a contract with Contractor to purchase the goods and services described in the Vehicle Equipment Parts & Repair Services Contract No. T21-139-05 ("Cooperative Purchasing Agreement"), which is attached hereto as Exhibit A. The Cooperative Purchasing Agreement permits its cooperative use by other governmental agencies including the City.
- B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that the Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference, and the covenants and promises contained in this Linking Agreement, the parties agree as follows:

1. Term of Agreement. The City is purchasing supplies and/or services from Contractor pursuant to the Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement, purchases can be made by governmental entities from the date of award, which was August 26, 2021, until the date the contract expires on August 25, 2023, unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not be extended beyond August 25, 2026. The initial period of this Agreement, therefore, is the period from the Effective Date of this Agreement until August 25, 2023. The City may renew the term of this Agreement for three (3) one-year periods until the Cooperative

Purchasing Agreement expires on August 25, 2026. Glendale renewals are not automatic and shall only occur if the City gives the Contractor notice of its intent to renew. The City may give the Contractor notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such renewal.

2. Scope of Work; Terms, Conditions, and Specifications.
  - A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as Exhibit B.
  - B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporated into and are an enforceable part of this Agreement.
3. Compensation.
  - A. City shall pay Contractor compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement, which is attached hereto as Exhibit C.
  - B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed three hundred thousand dollars (\$300,000) for the entire term of the Agreement (initial term plus any renewals).
4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.
5. Non-discrimination. Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.
6. Insurance Certificate. A certificate of insurance applying to this Agreement must be provided to the City prior to the Effective Date.
7. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.
8. No Boycott of Israel. To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.
9. Attestation of PCI Compliance. When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.

10. **Notices.** Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale  
c/o Sandy Ressler – Fleet Management  
6210 W. Myrtle Avenue, #111  
Glendale, AZ 85301

And

BTE Body Company, Inc.  
c/o Jason Hurst, General Manager  
2650 N. 32<sup>nd</sup> Avenue  
Phoenix, AZ 85009  
[Jason.hurst@btebody.com](mailto:Jason.hurst@btebody.com)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth above.

“City”

City of Glendale, an Arizona  
municipal corporation

By:

\_\_\_\_\_  
Kevin R. Phelps  
City Manager

“Contractor”

BTE Body Company, Inc.,  
a Texas corporation

By:

  
\_\_\_\_\_  
Name: Jason Hurst  
Title: General Manager

ATTEST:

\_\_\_\_\_  
Julie K. Bower (SEAL)  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael D. Bailey  
City Attorney

**LINKING AGREEMENT  
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AND  
BTE BODY COMPANY, INC.**

**EXHIBIT A  
CITY OF TEMPE – CONTRACT NO. T21-139-05  
VEHICLE EQUIPMENT PARTS & REPAIR SERVICES**

# Contract Award Notice

Internal Services  
Procurement Office  
20 E. 6<sup>th</sup> Street  
Tempe, AZ 85281



**Contract Number:** T21-139-<sup>05</sup>~~04~~  
**Description:** Vehicle Equipment Parts & Repair Services

**Issue Date:** 08/06/2021

96705  
BTE Body Inc.  
Bill Kinkade  
2650 N 32<sup>nd</sup> Ave  
Phoenix, AZ 85009  
**Phone Number:** 602-278-9227 x103  
**Cell Number:** 602-615-0170  
**Email Address:** [bill.kinkade@btebody.com](mailto:bill.kinkade@btebody.com)

**Award Period**  
**Beginning:** 08/28/2021  
**Ending:** 08/25/2023

**Potential Renewals:** 3

This Contract Award Notice is issued for the purchase of goods, materials and/or services as requested by the above noted solicitation/contract number. The contract shall remain in effect as noted in the award period block unless extended, renewed or canceled per terms and conditions of the solicitation.

It is to be noted that any contracted vendor document(s) that conflict with the language and requirements of the City's solicitation are not acceptable and will void the contract. In addition, contracted vendor is not to begin work or make delivery of awarded items until any and all required insurance and/or performance bonds are posted with the City Procurement Office.

If contracted vendor has a change of address for mailing payments and/or for mailing future bid solicitations, it is the vendor's responsibility to notify the City Procurement Officer identified with this contract and to ensure all such mailing address information is kept current.

Please note that your City of Tempe contract number should appear on all shipping documents, invoices and statements.

Invoices are to be sent directly to the requesting department.

**Award Information**

Item	Description	Cost
001	Parts and Service: Heil, New Way, Scorpion, McNeilus, Galbreath, Spartan	\$100 labor hour
002	CNG Inspection (fixed cost)	\$650.00
003	Vehicle pickup, Vehicle drop off	\$150.00 each
004	Scorpion parts discount	5%

*Eric Kraenzle*  
Eric Kraenzle (Aug 6, 2021 07:16 PDT)  
**Eric Kraenzle, C.P.M.,**  
Procurement Officer

*Michael Greene*  
Michael Greene (Aug 6, 2021 08:55 PDT)  
**Michael Greene, C.P.M., CPPO**  
Procurement Administrator

All terms and conditions of this Award Document are per the City's Solicitation Document

THIS IS NOT A PURCHASE ORDER

**LINKING AGREEMENT  
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AND  
BTE BODY COMPANY, INC.**

**EXHIBIT B  
Scope of Work**

**PROJECT**

To provide repair services to heavy duty trucks and equipment on an as-needed basis. This scope of work does not include any goods or services being provided to the City for repair and replacement of front loader and roll-off bins being provided pursuant to the award under IFB 23-11.



Making waves in the desert

## REQUEST FOR PROPOSAL

### **RFP# 21-139 Vehicle/Equipment Parts & Repair Services**

**RFP ISSUE DATE:**  
April 22, 2021

**DEADLINE FOR INQUIRIES/QUESTIONS:**  
May 3, 2021 at 5:00 P.M. LOCAL ARIZONA TIME

**RFP DUE DATE AND TIME:**  
May 18, 2021, 3:00 P.M. LOCAL ARIZONA TIME

**ALL INQUIRIES MUST BE DIRECTED TO:**  
ERIC KRAENZLE, C.P.M.  
EMAIL: [eric\\_kraenzle@tempe.gov](mailto:eric_kraenzle@tempe.gov)  
PHONE: 480-350-8548

**SUBMITTAL LOCATION:** Due to the COVID Virus, Tempe will only accept an e-copy of the completed and signed proposal via e-mail to the following address:  
[Bids@tempe.gov](mailto:Bids@tempe.gov)

No hard copy proposals will be accepted at this time.

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## General Instructions

Failure to follow these instructions may result in rejection of proposal for non-responsiveness or cancellation of any Contract awarded.

1. **Preparation of Proposal:**

- A. Proposals shall be submitted to the City of Tempe ("City") in the sequence specified herein, on the forms attached hereto, including Vendor's Offer.
- B. All proposals shall be submitted on the forms provided in this Request for Proposal, signed by an authorized signer and returned with the proposal response to the City.
- C. Completed and signed proposal forms for offer, acceptance and any solicitation addendums shall be signed by an authorized individual. Such proposal constitutes an irrevocable Offer to sell the good and/or service specified herein. Offeror shall submit all additional data, documentation, or information as requested by the City, signifying its intent to be bound by the terms of the Request for Proposal.
- D. Negligence in preparation of a proposal confers no right of withdrawal. Offeror is solely responsible for seeking clarification of any requirement and presenting accurate information in the proposal response. The City shall not reimburse any costs for a proposal, or its submission, presentation or withdrawal, for any reason. Failure to read, examine and understand the Solicitation and any of its addenda will not excuse any failure to comply with the requirements of the Solicitation or any resulting contract, nor shall such failure be a basis for claiming additional compensation.
- E. Offeror shall identify each subcontractor to be utilized in the services and/or work set forth herein, if applicable.

2. **Definitions:** For purposes of this Request for Proposal and resultant Contract, the following definitions apply:

- A. "City" means the municipal corporation of the City of Tempe, Arizona.
- B. "Code Governance" means unless otherwise specified herein, the provisions of the Tempe City Code, Chapter 26A shall apply and govern this Request for Proposal.
- C. "Contract" means the agreement for the procurement of goods, equipment, materials, software, maintenance, contracted services, professional services, or concessions.
- D. "Contractor" means an Offeror responding to a Request for Proposal who has been awarded a Contract with the City.
- E. "Offer" means a written offer to furnish goods, equipment, materials, software, maintenance, contracted services, professional services, or concessions to the City, in conformity with the standards, specifications, delivery terms and conditions, and all other requirements established in a competitive solicitation.
- F. "Offeror" means a business, entity or person who submits an Offer in response to a competitive solicitation.
- G. "Public Record" means proposals and all other documents submitted in response to this solicitation shall become the property of the City and shall be a matter of public record available for review following the Contract award.
- H. "Purchase Order" means a document issued by the Procurement Office directing the Contractor to deliver the goods, equipment, materials, software, maintenance, contracted services, professional services or concessions. to the City.
- I. "Request for Proposal" means a competitive solicitation issued by the City for the procurement of goods, equipment, materials, software, maintenance, contracted services, professional services or concessions.

## General Instructions

3. **Late, Unsigned and/or Incomplete Proposal:** A late, unsigned and/or materially incomplete proposal will be considered nonresponsive and rejected.
4. **Inquiries:** Questions regarding this Request for Proposal shall be directed to the Procurement Officer identified on the cover page of this document, unless another City contact is specifically named. Inquiries shall be submitted in writing (preferably via e-mail), identifying the appropriate Request for Proposal's number, page and paragraph at issue. **PLEASE NOTE: Offeror must not place the Request for Proposal's number on the outside of an envelope containing questions.** Oral responses provided by the City shall have no binding effect or legal effect. Inquiries should be submitted within the designated timeframe noted on the front page of the solicitation. Those questions received after the designated date may be considered at the sole discretion of the Procurement Officer. The City reserves the right to contact Offerors to obtain additional information for use in evaluating proposal and solicitation requirements.
5. **Proposal Conference:** If a proposal conference is scheduled, Offerors are strongly encouraged to attend to seek clarification on any aspects of the documents that are not clear or questions that might pertain the specifications or scope of work published. There are times when attendance at a proposal conference is mandatory and those conferences shall be specially noted when applicable.
6. **Withdrawal of Proposal:** At any time before the specified proposal due date and time, an Offeror may withdraw its proposal by way of written correspondence from the Offeror or its authorized representative.
7. **Proposal Addenda:** Receipt and acceptance of a Request for Proposal addendum shall be acknowledged by signing and returning the document either with the vendor's proposal response or by separate envelope prior to proposal due date/time. Failure to sign and return an addendum prior to the proposal due date/time may result in the proposal being considered nonresponsive to that portion of the Request for Proposal and may result in rejection. For all addenda published, the City will send electronic notification to those companies who have downloaded the solicitation from the City's web site. If a company receives the solicitation via a third-party plan holder organization, it will be the responsibility of the company to download the solicitation from the City's web site to ensure that their company is included on any forthcoming addenda notification.
8. **Compliance with City Solicitation Requirements:** Unless stated otherwise in this Request for Proposal, the City reserves the right to award by individual line item, by group of items, or as a total at the City's discretion. The City expressly reserves the right to waive any immaterial defect or informality, or reject any or all proposals, or portions thereof, or reissue this Request for Proposal.
9. **Compliance of Proposal Offeror/Contractor Forms:** Any documents or forms (including separate Contract, maintenance agreement or training agreement) intended by the Offeror to be utilized in any resulting Contract, must be submitted with proposal. Any documents inconsistent with or taking exception to the terms, conditions, specifications and/or other requirements stated within this Request for Proposal may cause the proposal to be considered as nonresponsive and rejected. No documents will be considered unless submitted with vendor's proposal Offer and approved by the Procurement Office.
10. **Responsiveness to Specifications:** Performance or feature requirements which are designated as mandatory or minimums are needed in order to satisfy an identified task or performance need. A description is given for each designated feature. This description shall be used to determine if the Offeror's proposed product(s) and/or service(s) is/are capable of performing the function(s) specified in the Request for Proposal.

It is recognized that more than one method may be used to accomplish the sought-after task functionality. If Offeror has an alternate method of performing functional tasks, then Offeror shall list such method as an "alternate" and described in full detail within the proposal. The City shall be the sole judge as to whether any alternate methodology will be accepted.

"Must", "shall", "will", "minimum", "required" and/or "mandatory" performance/feature statements must be met or exceeded by the Offeror. Should no Offeror be found responsive to all designated Request for Proposal requirements, the City at its option, may either award the Contract to the most responsive Offeror or cancel the Request for Proposal and issue another Request for Proposal for the need under revised specifications.

## General Instructions

11. **Questionnaire:** Offeror must complete the Questionnaire portion of this Request for Proposal and provide any documentation required to support the answers. Questionnaire items, which are designated as mandatory, are needed to satisfy a required task or performance criteria. Items, which may be listed as desirable, are not required to be responsive to the Request for Proposal and will be relatively evaluated against other proposals in making a final award decision.  
  
If supporting documentation is required, Offeror shall provide the documentation in the sequence set forth in the Request for Proposal and ensure all technical literature and/or narrative explanations fully address the specifics of the question. Vague or disorganized responses that do not allow sufficient information for evaluation purposes may result in rejection of a proposal.
12. **Clarifications and Negotiations with Offerors and Revisions to Proposal:** Clarifications may be made with any submitting firm at any time during the evaluation phase of this procurement. Clarifications are not negotiations and may be utilized by the City to ensure thorough and complete understanding of, and responsiveness to, the solicitation requirements. Negotiations may be conducted with responsible Offerors who submit proposals determined to be reasonably susceptible of being selected for award. The purpose of negotiations is to allow the City and the Offeror(s) to revise initial Offers through an exchange or series of exchanges. Should the City elect to call for best and final offers, Offerors shall be accorded fair and equal treatment with respect to any opportunity for negotiations and revision of proposals, and such revisions may be permitted after submissions and prior to award. In conducting clarifications and negotiations there shall be no disclosure of any information derived from proposals submitted by competing Offerors. The purposes of such negotiations shall include but not be limited to:
  - A. Determine in greater detail such Offeror's qualifications;
  - B. Explore with the Offeror the scope and nature of the project, the Offeror's proposed method of performance, and the relative utility of alternate methods of approach;
  - C. Determine that the Offeror will make available the necessary personnel and facilities to perform within the required time; and
  - D. Agree upon compensation which is fair and reasonable, taking into account the estimated value of the required services, and the scope, complexity and nature of such services.
13. **Proposal Opening:** Proposals shall be opened at the time and place designated on the cover page of this Request for Proposals. The name of each Offeror and the identity of the Request for Proposal for which the proposal was submitted shall be publicly read and recorded in the presence of witnesses. Proposals, modifications and all other information received in response to this Request for Proposal shall be shown only to City personnel having a legitimate interest in its evaluation. Prices shall not be read. After Contract award, the proposals and the evaluation documentation shall be open for public inspection, except where the City has determined that specific portions of the proposal are confidential.
14. **Technical Proposal Opening:** Technical proposals (as received in step one of a two-step bidding process) shall be opened at the time and place designated on the cover page of this document. The name of each Offeror and the identity of the Request for Proposal for which the proposal was submitted shall be publicly read and recorded in the presence of witnesses. Proposals, modifications and all other information received in response to this Request for Proposal shall be shown only to City personnel having a legitimate interest in the evaluation. Evaluation documentation to substantiate technical proposal selection(s) shall be open for public inspection.
15. **Proposal Evaluation and Award:** The City shall determine whether a proposal meets the specifications and requirements of this Request for Proposal, at its sole discretion, and reject any proposals not meeting the intent or requirements set forth herein. Award(s) shall be made to the responsible Offeror whose proposal is determined in writing to be the most advantageous to the City, taking into consideration the evaluation factors set forth in the Request for Proposal. The City shall be the sole judge as to the acceptability of the products and/or services offered. The City reserves the right to reject any and all proposals.

## General Instructions

16. **Award of Contract:** A proposal shall constitute a binding Offer to Contract with the City based on the terms, conditions and specifications contained in this Request for Proposal. An Offeror shall become a Contractor only upon execution of a formal Contract from the Procurement Office. Unless this Request for Proposal includes separate Contract document(s) or requires the Offeror to submit a Contract for review, a Contract shall be formed when the Procurement Office provides a written notice of award or a purchase order to the successful Offeror. All terms and conditions of the Contract are contained herein, unless modified by an amendment approved by the City. Proposals that take exception to the terms, conditions, specifications and/or other requirements stated within this Request for Proposal may cause the vendor's Offer to be considered non-responsive and rejected. Exceptions will be evaluated on an individual basis to determine compliance with the purpose and intent of the terms and conditions stated within this solicitation. The City shall be the sole judge as to whether an exception complies with the general purpose and intent of any term, condition and/or specification set forth herein.
17. **Proposal Results:** Offerors may attend the scheduled proposal opening at which the name of each Offeror will be publicly read. All other information contained in the proposals shall be kept confidential until the Contract is awarded. After award of Contract, an appointment may be made with the Procurement Officer to review proposal documents. Formal Contract award results shall be placed on the Procurement Office web page ([www.tempe.gov/procurement](http://www.tempe.gov/procurement)) and posted at the front counter of the Procurement Office at the time the Contract award is approved by the City Council. Award recommendations may also be viewed via the City Clerk's web site normally up to five (5) days prior to the scheduled City Council meeting by visiting ([http://documents.tempe.gov/sirepub/?sort=meet\\_date](http://documents.tempe.gov/sirepub/?sort=meet_date)).
18. **Protests:** Any actual or prospective Offeror who is aggrieved in conjunction with this Request for Proposal or award may protest the award to the Procurement Office. A protest based upon alleged improprieties in this Request for Proposal that are apparent before the proposal opening shall be filed prior to the proposal due date/time. A protest concerning an award recommendation must be filed within ten (10) business days after the date of award. Up to five (5) days before award of a contract, the Procurement Office will post award recommendations on the City Clerks website at ([http://documents.tempe.gov/sirepub/?sort=meet\\_date](http://documents.tempe.gov/sirepub/?sort=meet_date)) and at the Procurement Office front counter and web site for public review ([www.tempe.gov/procurement](http://www.tempe.gov/procurement)). A protest shall be in writing and include the protester's name, address and phone number, identification of the solicitation or Contract being protested, a detailed statement of the legal and factual grounds of the protest, including copies of all relevant documents and the form of relief requested. A protest is to be on the protester's company letterhead and signed by the protestor or its authorized representative.
19. **Delivery:** All materials, equipment and/or products shall be delivered F.O.B. Destination to the City of Tempe Per the location identified in the solicitation.
20. **Tax:** Unless specified herein, sales, use or federal excise tax shall not be included in proposal pricing. The City is exempt from payment of federal excise tax. For proposal evaluation, transaction (sales) privilege tax paid to the City of Tempe (1.8%) is considered a pass-through cost, calculated as zero (\$0) expense when comparing pricing among competing companies that are not located in Tempe. For information on privilege (sales) tax, please contact the City's Tax and License Office at (480) 350-2955 or visit their web site at [salestax@tempe.gov](mailto:salestax@tempe.gov)
21. **Payment:** For a single requirement purchase, the City will endeavor to remit payment within thirty (30) calendar days from receipt and approval of acceptable products, materials and/or services and approval of correct invoice. For ongoing term Contract purchases, the City will endeavor to remit payment within thirty (30) calendar days from approval of invoice.
22. **Discounts:** Payment discounts periods shall be computed from the date of receipt of acceptable products, materials and/or services or correct invoice, whichever is later to the date payment is mailed. Discounts shall be taken on the full amount of the invoice, unless otherwise indicated. The City shall be entitled to receive any discounts offered by Offeror, if payment is made within the discount period.
23. **Payment by City Procurement Card:** The Procurement Office may elect to remit payment through the use of a City procurement card. Each Offeror may indicate on the Vendor's Offer Page in this Request for Proposal its ability to accept City procurement card payments. The inability to accept payment by City procurement card will not disqualify a proposal.

## General Instructions

24. **Code Governance:** Unless otherwise specified herein, the provisions of the Tempe City Code, Chapter 26A shall apply and govern this Request for Proposal.
25. **Public Record:** Proposals and all other documents submitted in response to this solicitation shall become the property of the City and shall be a matter of Public Record available for review following the Contract award. Material portions of the recommended Offer(s) as determined by the City may be posted to the City's web site up to five (5) days prior to the City Council meeting.
26. **Late Responses:** The Offeror assumes responsibility for having the Proposal submitted on time via e-mail to the address shown on the front page of this RFP. Any Offers received after the Solicitation Due Date and Time shall not be considered and will be returned to the Offeror. The Offeror assumes the risk of any delay in the electronic processing of the supplier's e-mail through both parties (Supplier and City) networks. Offerors must allow adequate time to ensure that the e-mail is timely received by the City at the designated e-mail address. All times referenced are Tempe, Arizona local times. Respondents agree to accept the time and date that is recorded on the received e-mail as the official time. Any e-mail submissions that are timed at 3:01 or later on the schedule due date will be considered late and not considered.
27. **Copying Responses:** The Offeror hereby grants the City permission to copy all parts of its Offer including, without limitation, any documents and/or materials copyrighted by the Offeror. The City's right to copy shall be for internal use in the evaluating the Offers.
28. **Confidential Information and Public Record:** After award of a Contract, proposals shall be available for public inspection, except to the extent that the withholding of information is required or permitted by law. Pursuant to A.R.S. § 35-214, and 41-1330 *et seq.*, all records relating to the Request for Proposal and Contract shall be subject to inspection at all reasonable times by the City for five (5) years after completion of the Contract. Such records shall be produced by Bidder or Contractor at the time and place designated by the City.
  - A. If a person believes that an offer or specification contains information that should be withheld as confidential, a statement advising the procurement officer of this fact shall accompany the submission and the information shall be so identified wherever it appears. A general statement of confidentiality that is not appropriately referenced to a specific section of the RFP will not be sufficient to warrant protection by the City. The confidential portion of the submission must be clearly noted with accompanying justification for treating the section confidential. Failure of the vendor to appropriately designate confidential information in this manner will relieve the City of any obligation to protect this information as confidential.
  - B. The information identified by the person as confidential shall not be disclosed until the Procurement Office makes a written determination pursuant to A.R.S. § 121, *et seq.*
  - C. If the City determines to disclose the information, the Offeror shall be informed in writing of such determination. Notwithstanding the foregoing, following an award of Contract, all proposal response information shall be available for public inspection.

## Standard Terms and Conditions

Please note that these Standard Terms & Conditions shall be fully complied with by Offeror. Failure to comply with these requirements may result in rejection of a proposal for non-responsiveness, or cancellation or termination of any awarded Contract.

1. **Applicable Law:** This Contract shall be governed by, and the City and Contractor shall have all remedies afforded each by the Uniform Commercial Code as adopted in the State of Arizona, except as otherwise provided in this Request for Proposal and resultant Contract, and all statutes, or ordinances pertaining specifically to the City. This Contract shall be governed by State of Arizona law and suits pertaining to this Contract may only be brought in courts located in Maricopa County, Arizona.
2. **Arizona Climate Action Compliance:** Offeror shall comply with all applicable standards, laws, rules, orders and regulations issued pursuant to A.R.S. §49-101, *et seq.*, including but not limited to, Arizona Executive Orders Nos. 2006-13, 2005-02, and 2010-14 with regard to reducing GHG emissions, increasing energy efficiency, conserving natural resources and developing renewable energy sources.
3. **Availability of Funds for the Next Fiscal Year:** The City's obligation for performance of the Contract is contingent upon the availability of City, state and federal funds that are allocated or appropriated for payment obligations of the Contract. If funds are not allocated by the City or available for the continued use or purchase of services, work and/or materials set forth herein, the City may terminate the Contract. The City will use reasonable efforts to notify Contractor of such non-allocation affecting the obligations of the Contractor and/or City. The City shall not be penalized or adversely affected for exercise of its termination rights. Further, the City shall in no way be obligated or liable for additional payments or other damages as a result of such termination. No legal liability on the part of the City for any payment may arise for performance under this Contract.
4. **Certification:** By signing the "Vendor's Offer", the Offeror certifies:
  - A. The submission of the vendor's proposal Offer response did not involve collusion or other anti-competitive practices.
  - B. Offeror agrees that it will comply with section 2-603(5) of the Tempe City Code ("TCC"), and will not refuse to hire or employ or bar or discharge from employment any person or discriminate against such person in compensation, conditions, or privileges of employment because of race, color, gender, gender identity, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status. Offeror further agrees to provide a copy of its antidiscrimination policy to the Procurement Officer to demonstrate compliance with TCC section 2-603(5) or attest in writing to its compliance in accordance with the attached Affidavit of Compliance.
  - C. 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. Failure to sign the "Vendor's Offer" or signing it with a false statement shall void the submitted proposal and any resulting Contract. In addition, the Offeror may be barred from future proposal and bidding participation with the City and may be subject to such further actions as permitted by law.
  - D. The Offeror agrees to promote and offer to the City only those materials and/or services as stated and allowed by this Request for Proposal and resultant Contract award. Violation of this condition shall be grounds for Contract termination by the City.
  - E. The Offeror expressly warrants that it has and will continue to comply in all respects with Arizona law concerning employment practices and working conditions, pursuant to A.R.S. § 23-211, *et seq.*, and all laws, regulations, requirements and duties relating thereto. Offeror further warrants that to the extent permitted by law, it will fully indemnify the City for any and all losses arising from or relating to any violation thereof.

## Standard Terms and Conditions

- F. Contractor agrees and covenants that it will comply with any and all applicable governmental restrictions, regulations and rules of duly constituted authorities having jurisdiction insofar as the performance of the work and services pursuant to the Contract, and all applicable safety and employment laws, rules and regulations, including but not limited to, the Fair Labor Standards Act, the Walsh-Healey Act, and the Legal Arizona Workers Act (LAWA), and all amendments thereto, along with all attendant laws, rules and regulations. Contractor acknowledges that a breach of this warranty is a material breach of this Contract and Contractor is subject to penalties for violation(s) of this provision, including termination of this Contract. City retains the right to inspect the documents of any and all contractors, subcontractors and sub-subcontractors performing work and/or services relating to the Contract to ensure compliance with this warranty. Any and all costs associated with City inspection are the sole responsibility of Contractor. Contractor hereby agrees to indemnify, defend and hold City harmless for, from and against all losses and liabilities arising from any and all violations thereof.
- G. If Contractor engages in for-profit activity and has 10 or more employees, and if this Agreement has a value of \$100,000 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842. Unless and until the U.S. District Court, District of Arizona's injunction is lifted, A.R.S. § 35-393.01 is unenforceable.
5. **Commencement of Work:** Contractor is cautioned not to commence any work or provide any materials or services under the Contract until and unless Contractor receives a purchase order, Notice to Proceed, or is otherwise directed in writing to do so, by the City.
6. **Confidentiality of Records:** The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the City.
7. **Termination for Conflict of Interest:** This Contract is subject to the cancellation provisions of A.R.S. § 38-511. The City may cancel this Contract within three (3) years after its execution, without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating the Contract for the City becomes an employee or agent of the Contractor.
8. **Contract Formation:** This Contract shall consist of this Request for Proposal and the vendor's proposal Offer submitted, as may be found responsive and approved by the City. In the event of a conflict in language between the documents, the provisions of the City's Request for Proposal shall govern. The City's Request for Proposal shall govern in all other matters not otherwise specified by the Contract between the parties. All previous contracts between the Offeror and the City are not applicable to this Contract or other resultant contracts. Any contracted vendor documents that conflict with the language and requirements of the City's solicitation are not acceptable and void the Contract.
9. **Contract Modifications:** This Request for Proposal and resultant Contract may only be modified by a written Contract modification issued by the Procurement Office and counter-signed by the Contractor. Contractors are not authorized to modify any portion of this solicitation or resulting Contract without the written approval of the Procurement Office and issuance of an official modification notice.
10. **Contract Administration:** Contractor must notify the designated Procurement Officer from the Procurement Office for guidance or direction on matters of Contract interpretation or problems regarding the terms, conditions or scope of this Contract. The Contract shall contain the entire agreement between the City and the Contractor and the Contract shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders or master agreements in any form.

## Standard Terms and Conditions

11. **Cooperative Use of Contract:** Any Contract resulting from this solicitation shall be for the use of the City of Tempe. In addition, public and nonprofit agencies that have entered into a Cooperative Purchasing Agreement with the City of Tempe's Department of Procurement are eligible to participate in any subsequent Contract. Additionally, this Contract is eligible for use by the Strategic Alliance for Volume Expenditures (SAVE) cooperative. See <http://www.mesaaz.gov/business/purchasing/save> for a listing of participating agencies. The parties agree that these lists are subject to change. Any such usage by other municipalities and government agencies must be in accord with the ordinance, charter and/or rules and regulations of the respective political entity.

Any orders placed to, or services required from, the successful Contractor(s) will be requested by each participating agency. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The City shall not be responsible for any disputes arising out of transactions made by others. Contractor shall be responsible for correctly administering this Contract in accordance with all terms, conditions, requirements, and approved pricing to any eligible procurement unit.

12. **Dispute Resolution:** This Contract is subject to arbitration to the extent required by law. If arbitration is not required by law, the City and the Contractor agree to negotiate with each other in good faith to resolve any disputes arising out of the Contract. In the event of any legal action or proceeding arising out of this Contract, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs incurred with said fees and costs to be included in any judgment rendered.
13. **Energy Efficient Products:** The City may consider energy conservation factors including costs in the evaluation of equipment and product purchases for the purpose of obtaining energy efficient products. In addition, vendor proposal Offers may specify items that have been given an energy efficient classification by the federal government for consideration by the City.
14. **Billing:** All invoices submitted by Contractor for the City's review and approval shall be in itemized form to identify the specific item(s) being billed. Items must be identified by the name, model number, and/or serial number most applicable along with the correct unit cost. Any purchase/delivery order issued by the City shall refer to the Contract number resulting from this Request for Proposal. Separate invoices are required on individual contracts or purchase orders. Only invoices with items resulting from this Request for Proposal will be accepted for review and approval by the City.
15. **Estimated Quantities:** This Request for Proposal references quantities as a general indication of the City's needs. The City anticipates considerable activity resulting from Contracts that will be awarded as a result of this Request for Proposal; however, the quantities shown are estimates only and the City reserves the right to increase or decrease any quantities actually acquired, in its sole discretion. No commitment of any kind is made concerning quantities and Offeror hereby acknowledges and accepts same.
16. **Events of Default and Termination:**
- A. In the event a party is in default then the other party may, at its option and at any time, provide written notice to the defaulting party of the default. The defaulting party will have thirty (30) days from the receipt of the written notice to cure the default; the thirty (30) day cure period may be extended by mutual agreement of the parties, but no cure period may exceed ninety (90) days. A default notice will be deemed to be sufficient if it is reasonably calculated to provide notice of the nature and extent of such default. Failure of the non-defaulting party to provide written notice of the default does not waive any rights under the Agreement. The occurrence of any one or more of the following events shall constitute a material breach of and default under the Contract.
- i) Any failure by Contractor to pay funds or furnish materials, services and/or goods that fail to conform to any requirement of this Contract or provide personnel that do not meet Contract requirements;

## Standard Terms and Conditions

- ii) Any party's failure to observe, perform or undertake any provision, covenant or condition of this Contract to be observed or performed by Contractor or City herein, including but not limited to failing to submit any report required herein;
  - iii) Any failure to make progress in the performance required pursuant to the Contract and/or gives either party reason to believe that the other party cannot or will not perform to the requirements of the Contract; or,
  - iv) Any failure of Contractor to commence construction, work or services within the time specified herein, and to diligently undertake Contractor's work to completion.
- B. In the event the default has not been corrected to the non-defaulting party's satisfaction within the cure time specified, the non-defaulting party, at its option and in addition to any other remedies available by law or in equity, without further notice or demand of any kind to Contractor, may do the following:
- i) Terminate the Contract;
  - ii) Pursue and/or reserve any and all rights for claims to damages for breach or default of the Contract; and/or,
  - iii) Recover any and all monies due from Contractor, including but not limited to, the detriment proximately caused by Contractor's failure to perform its obligations under the Contract, or which in the ordinary course would likely result therefrom, including, any and all costs and expenses incurred by the City in: (a) maintaining, repairing, altering and/or preserving the premises (if any) of the project; (b) costs incurred in selecting and retaining a substitute Contractor for the purchase of services, materials and/or work; and/or (c) attorneys' fees and costs in pursuing any remedies under the Contract and/or arising therefrom.
- C. The exercise of any one of the City's remedies as set forth herein shall not preclude subsequent or concurrent exercise of further or additional remedies. In addition, the City shall be entitled to terminate this Contract at any time, in its discretion. The City may terminate this Contract for default, non-performance, breach or convenience, or pursuant to A.R.S. § 38-511, or abandon any portion of the project for which services have not been fully and/or properly performed by the Contractor.
- D. Termination shall be commenced by delivery of written notice to Contractor by the City personally or by certified mail, return receipt requested. Upon notice of termination, Contractor shall immediately stop all work, services and/or shipment of goods hereunder and cause its suppliers and/or subcontractors to cease work pursuant to the Contract. Contractor shall not be paid for work or services performed or costs incurred after receipt of notice of termination, nor for any costs incurred that Contractor could reasonably have avoided.
- E. The City, in its sole discretion, may terminate or reduce the scope of this Contract if available funding is reduced for any reason.
- F. Whenever the City in good faith has reason to question Contractor's intent or ability to perform, the City may demand that Contractor give a written assurance of its intent and ability to perform. In the event that the demand is made, and no written assurance is given within the time period required, the City may treat this failure as an anticipatory repudiation of the Agreement.
17. **Termination for Convenience:** The City at its sole discretion may terminate this Contract for convenience with thirty (30) days advance notice to Contractor. Contractor shall be reimbursed for all appropriate costs as provided for within the Contract up to the termination date specified.

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18. **Force Majeure:**
- A. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under the Contract only in the event that and to the extent that such party's performance of the Contract is prevented by reason of force majeure. Force majeure means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, mobilization, labor disputes, civil disorders, fire, floods, lockouts, injunctions, failures or refusal to act by government authority, and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
  - B. Force majeure shall not include the following occurrences:
    - i) Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
    - ii) Late performance by a subcontractor.
  - C. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours of the commencement thereof and shall specify the causes of such delay in the notice. Such notice shall be hand delivered or sent via certified mail and shall make a specific reference to this clause, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing by hand delivery or certified mail when it has done so. The time of completion shall be extended by Contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with the Contract.
19. **Gratuities:** The City may elect to terminate any resultant Contract, if it is found that gratuities in any form were offered or given by the Contractor or agent thereof, to any employee of the City or member of a City evaluation committee with a view toward securing an order, securing favorable treatment with respect to awarding, amending or making of any determinations with respect to performing such order.
20. **Indemnification:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, officer, officials, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees, court costs, and the costs of appellate proceedings), arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work, services, or professional services of the Contractor, its agents, employees, or any other person (not the City) for whose acts, errors, mistakes, omissions, work, services, or professional services the Contractor may be legally liable in the performance of this Contract. Contractor's duty to hold harmless and indemnify the City, its agents, officers, officials and employees shall arise in connection with any claim for damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of any person or property, including loss of use resulting from, or caused by any acts, errors, mistakes, omissions, work, services, or professional services in the performance of this Contract by Contractor or any employee of the Contractor or any other person (not the City) for whose acts, errors, mistakes, omissions, work, or services the Contractor may be legally liable. The amount and type of insurance coverage requirement set forth herein will in no way be construed as limiting the scope of indemnity in this paragraph. This provision shall survive the term of this Contract.
21. **Interpretation of Parole Evidence:** This Contract is intended as a final expression of the agreement between the parties and as a complete and exclusive statement of the Contract, unless the signing of a subsequent Contract is specifically called for in this Request for Proposal. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of the Contract, even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

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22. **Key Personnel:** Contractor shall provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this Contract during the Contract term and any renewal periods. The Contractor must agree to assign specific individuals to the key positions.
- A. The Contractor agrees that, once assigned to work under this Contract, key personnel shall not be removed or replaced without prior written notice to the City.
- B. If key personnel are not available for work under this Contract for a continuous period exceeding thirty (30) calendar days or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall replace each person with personnel of substantially equal ability and qualifications upon prior City approval.
23. **Licenses and Permits:** Contractor shall maintain in current status and at its sole expense, all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor and the provision of the services to be provided under the Contract.
24. **No Assignment:** No right or interest in this Contract shall be assigned by Contractor and no delegation of any duty of Contractor shall be made without prior written permission of the City, which consent may be granted or withheld in City's unfettered discretion.
25. **Notices:** All notices, requests, demands, consents, approvals, and other communications which may or are required to be served or given hereunder (for the purposes of this provision collectively called "Notices"), shall be in writing and shall be hand delivered or sent by registered or certified United States mail, return receipt requested, postage prepaid, addressed to the party or parties to receive such notice as follows:
- City of Tempe Procurement Office  
Attn: Procurement Officer  
20 E. 6<sup>th</sup> Street (Second Floor)  
PO Box 5002  
Tempe, Arizona 85280
- [Contractor's Name]  
[Attn of Offeror Named in Contract]  
[Address]
- Or to such other address as either party may from time to time furnish in writing to the other by notice hereunder.
26. **No Waiver:** No breach of default hereunder shall be deemed to have been waived by the City, except by written instrument to that effect signed by an authorized agent of the City. No waiver of any such breach or default shall operate as a waiver of any other succeeding or preceding breach or default or as a waiver of that breach or default after demand by the City for strict performance of this Contract. Acceptance of partial or delinquent payments or performance shall not constitute the waiver of any right of the City. Acceptance by the City for any materials shall not bind the City to accept remaining materials, future shipments or deprive the City of the right to return materials already accepted. Acceptance by the City of delinquent or late delivery shall not constitute a waiver of a later claim for damages and/or bind the City for future or subsequent deliveries.
27. **Overcharges by Antitrust Violations:** The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the City. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the goods and/or services used to fulfill the Contract.
28. **Performance Standards:** Equipment shall operate in accordance with the performance criteria specified in the Request for Proposal, including the manufacturer's published specifications applicable to the equipment involved. Equipment is expected to be available for productive use, as provided in the procurement documents. Penalties and/or bonuses applicable to equipment and system performance, if any, shall be calculated as specified in the Request for Proposal.

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29. **Preparation of Specifications by Persons Other Than City Personnel:** No person preparing specifications for this Request for Proposal shall receive any direct or indirect benefit from the use of these specifications.
30. **Procurement of Recycled Materials:** If the price of recycled material that conforms to specifications is within five percent (5%) of the lower priced material that is not recycled and the recycled Offeror is otherwise the lowest responsive and responsible Offeror, the proposal containing recycled material shall be considered more advantageous; provided the item(s) to be obtained contains at least the minimum amount of recycled content material as defined in the City's solicitation and sufficient funds have been budgeted for the purchase.
31. **Provisions by Law:** Each and every provision of law and any clause required by law to be in this Contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract will forthwith be physically amended to make such insertion or correction.
32. **Public Record:** After award of Contract, proposal responses shall be considered Public Record and open for public inspection except to the extent the withholding of information is permitted or required by law. If an Offeror believes a specific section of its proposal response is confidential, the Offeror shall mark the page(s) confidential and isolate the pages marked confidential in a specific and clearly labeled section of its proposal response. The Offeror shall include a written statement as to the basis for considering the marked pages confidential and the Procurement Office will review the material and make a determination, pursuant to A.R.S. §§ 39-121, *et seq.*, and 41-151, *et seq.* A general statement of confidentiality (boiler plate statement) that is not appropriately referenced to a specific section of the RFP will not be sufficient to warrant protection by the City. The confidential portion of the submission must be clearly noted with accompanying justification for treating the section confidential. Failure of the vendor to appropriately designate confidential information in this manner will relieve the City of any obligation to protect this information as confidential.
33. **Records:** Pursuant to provisions of Title 35, Chapter 1, Article 6 Arizona Revised Statutes §§ 35-214 and 36-215, Contractor shall retain, and shall contractually require each subcontractor to retain, all books, accounts, reports, files and other records relating to the acquisition and performance of the Contract for a period of five (5) years after the completion of the Contract. All such documents shall be subject to inspection and audit at reasonable times. Upon request, a legible copy of any or all such documents shall be produced at the offices of the City Attorney or Procurement Office.
34. **Relationship of Parties:** It is clearly understood that each party to this Contract will act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other party. The Contractor is an independent Contractor and shall be solely responsible for any unemployment or disability insurance payments, or any social security, income tax or other withholdings, deductions or payments that may be required by federal, state or local law with respect to any compensation paid to the Offeror. An employee or agent of one party shall not be an employee or agent of the other party for any purpose whatsoever.
35. **Rights and Remedies:** No provisions of this Request for Proposal or in the proposal shall be construed, expressly or by implication, as a waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of Contract. The failure of the City to insist upon strict performance of any term or condition of the Contract or to exercise or delay the exercise of any right or remedy provided in the Contract, or by law, shall not release the Contractor from any responsibilities or obligations imposed by the Contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.
36. **Safety Standards:** All items supplied on this Contract must comply with the current applicable Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code and the National Fire Protection Association Standards.
37. **Serial Numbers:** Proposals shall include equipment on which the original manufacturer's serial number has not been altered in any way. The City reserves the right to reject any and all equipment.

## Standard Terms and Conditions

38. **Severability:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the invalid provision or application.
39. **Specially Designated Nationals and Blocked Persons List:** Contractor represents and warrants to the City that neither Contractor nor any affiliate or representative of Contractor:
- A. Is listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the Treasury (OFAC) pursuant to Executive Order no. 13224, 66 Fed. Reg. 49079 ("Order");
  - B. Is listed on any other list of terrorists or terrorist organizations maintained pursuant to the Order, the rules and regulations of OFAC or any other applicable requirements contained in any enabling legislation or other related Order(s);
  - C. Is engaged in activities prohibited in the Order; or,
  - D. Has been convicted, pleaded *nolo contendere*, indicted, arraigned or custodially detained on charges involving money laundering or predicate crimes to money laundering.
40. **Time of the Essence:** Time is and shall be of the essence in this Contract. If the delivery date(s) specified herein cannot be met, Contractor shall notify the City using an acknowledgment of receipt of order and intent to perform without delay, for instruction. The City reserves the right to terminate this Contract and to hold Contractor liable for any cost of cover, excess cost(s) or damage(s) incurred as a result of delay.
41. **Unauthorized Firearms & Explosives:** No person conducting business on City property is to carry a firearm or explosive of any type. All Offerors, Contractors and subcontractors shall honor this requirement at all times and failure to honor this requirement shall result in Contract termination and additional penalties. This requirement also applies to any and all persons, including those who maintain a concealed weapons permit. In addition to Contract termination, anyone carrying a firearm or explosive device will be subject to further legal action.
42. **Warranties:** Contractor expressly warrants that all materials and/or goods delivered under the Contract shall conform to the specifications of this Contract and be merchantable and free from defects in material and workmanship, and of the quality, size and dimensions specified herein. This express warranty shall not be waived by way of acceptance or payment by the City, or otherwise. Contractor expressly warrants the following:
- A. All workmanship shall be finest and first-class;
  - B. All materials and goods utilized shall be new and of the highest suitable grade for its purpose; and
  - C. All services will be performed in a good and workmanlike manner. Contractor's warranties shall survive inspection, acceptance and/or payment by the City, and shall apply to the City, its successors, agents and assigns.

The Contractor agrees to make good by replacement and/or repair, at its sole expense and at no cost to the City, any defects in materials or workmanship which may appear during the period ending on a date twelve (12) months after acceptance by the City, unless otherwise specified herein. Should Contractor fail to perform said replacement and/or repair to City's satisfaction within a reasonable period of time, City may correct or replace said defective or nonconforming materials and recover the costs thereof from Contractor. This warranty shall not operate to reduce the statute of limitations period for breach of contract actions or otherwise, or reduce or eliminate any legal or equitable remedies.

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43. **Work for Hire and Ownership of Deliverables:** Contractor hereby agrees and covenants that all the results and proceeds of Contractor's work and/or services for the Project specified herein, for Contractor and all of its agents, employees, officers and subcontractors, shall be owned by the City, including the copyright thereto, as work for hire. In the event, for any reason such results and proceeds are not deemed work for hire, Contractor agrees and covenants that it shall be deemed to have assigned to the City all of its right, title and interests in such results, proceeds and content to the City, without limitation. Contractor agrees to indemnify and hold the City harmless from and against all claims, liability, losses, damages and expenses, including without limitation, legal fees and costs, arising from or due to any actual or claimed trademark, patent or copyright infringement and any litigation based thereon, with respect to any work, services and/or materials contemplated in this Contract. Contractor agrees to pay to defend any and all such actions brought against the City. Contractor's obligations hereunder shall survive acceptance by the City of all covenants herein as well as the term of the Contract itself.
44. **Non-exclusive Contract:** Any Contract resulting from this Request for Proposal shall be awarded with the understanding and agreement that it is non-exclusive and entered into for the sole convenience of the City. The City reserves the right to obtain like goods or services from another source.
45. **Ordering Process:** Upon award of a Contract by the Procurement Office, the City may procure the specific material and/or service awarded by the issuance of a purchase order to the appropriate Contractor. Each purchase order must cite the correct Contract number. Such purchase order is required for the City to order and the Contractor to deliver the material and/or service.
46. **Shipping Terms:** Prices shall be F.O.B. Destination to the delivery location(s) designated herein. Contractor shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. The City will notify the Contractor promptly of any damaged materials and shall assist the Contractor in arranging for inspection. Shipments under reservation are prohibited. No tender of a bill of lading shall operate as a tender of the materials.
47. **Delegated Awards:** In the event this Contract is administratively awarded via delegated authority as provided for in Section 26A-5 of the Procurement Ordinance, the Contractor acknowledges that a final Contract with the City of Tempe requires City Council approval and possibly the signature of the Mayor. Should this Contract be rejected by the City Council, Contractor agrees that it is immediately void and unenforceable against any party. The awarded firm(s) will be compensated only for any and all costs incurred up to the date of notification of such termination.

## Special Terms & Conditions and Instructions

Proposals taking exception to Special Terms & Conditions and Instructions stated within this Request for Proposal may cause the Proposal to be considered nonresponsive and rejected.

1. **City Procurement Document:** This Request for Proposal is issued by the City. No alteration of any portion of this Request for Proposal by an Offeror is permitted and any attempt to do so shall result in vendor's proposal Offer being considered nonresponsive and rejected. No alteration of any portion of a resultant Contract is permitted without the written approval of the Procurement Office and any attempt to do so shall be considered a breach of the Contract. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, Contract termination and/or suspension of the Contractor.
2. **Offer Acceptance Period:** To allow for an adequate evaluation, the City requires the vendor's proposal Offer in response to this Request for Proposal to be valid and irrevocable for ninety (90) days after the proposal due time and date.
3. **Contract Type:** Term with justifiable price adjustments allowed, indefinite quantity.
4. **Term of Contract:** The term of the Contract shall commence on the date of award and shall continue for a period of two (2) years thereafter, unless terminated, canceled or extended as otherwise provided herein.
5. **Contract Renewal:** The City reserves the right to unilaterally extend the period of any resultant Contract for ninety (90) days beyond the stated term. In addition, the City at its option may renew for supplemental terms of up to a maximum of three (3) additional years. The period for any single renewal increment shall be determined by the Procurement Office. Such increment shall not be for more than a period of one (1) year each, unless the City is eligible to obtain a significant cost and/or supply advantage by a longer Contract renewal period.
6. **Discount from Published List:**
  - A. Proposals shall be submitted on the basis of a discount from the manufacturer's suggested list price, obtained from a manufacturer's published price list(s). Such published price list(s) must be common to and accepted by the industry in general. The catalog/price lists must be printed or available in electronic format and be properly identified and dated as to issuance and effectiveness.
  - B. Offerors must provide a statement of applicable discount(s) from price catalog(s). Discounts offered must be clearly expressed as how they would apply to the item(s) bid and be specific as to the percent discounted for each item or group of items. Offers containing chain or multiple discounts for any one item or group of items may be considered nonresponsive. A copy of all referenced price catalogs must be included within the bid or provide a web site address where the lists can be viewed by the City. In addition to specified items, only those products and services listed in the Contractor's price catalog(s) and updates thereto, as approved by the Procurement Office, will be eligible for purchase under resulting Contract.
  - C. 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 calendar days after the bid opening date and revised price lists that reflect price increases will not be accepted by the City until after that date and will be considered only in the event of an industry-wide price change, as evidenced by the issuance of revised price lists, by the manufacturer. Price decreases which benefit the City shall be offered throughout the Contract term.
  - D. Revised pricing(s) will not become effective until revised list(s) are submitted under Contractor's cover letter identifying the applicable Request for Proposal and Contract agreement number. Contractor's cover letter and pricing list(s) must be dated, signed and submitted to:

Procurement Office  
City of Tempe  
P.O. Box 5002  
20 E. 6th Street (Second Floor)  
Tempe, AZ 85280

## Special Terms & Conditions and Instructions

7. **Price Adjustment:**

- A. The Procurement Office will review fully documented requests for price increases after the Contract has been in effect for 24 months. The requested price increase must be based upon a cost increase that was clearly unpredictable at the time of the Proposal and can be shown to directly affect the price of the item concerned. The Procurement Office will determine whether the requested price increase, or an alternative option, is in the best interest of the City. Advanced thirty (30) day written notification by Contractor is required for any price changes. All price adjustments will be effective on the first day of the month following approval or acceptance by the Procurement Office. After the City approves a price increase the Contractor shall not be eligible to receive an additional increase until twelve months from the date of the last approved price increase.
  - B. Price increase requests must be acknowledged in writing by the Procurement Office before becoming effective. If not acknowledged within thirty (30) days, Contractor shall contact the Procurement Office to ensure the price increase request was received.
  - C. The Contractor shall offer any published price reduction or if applicable to the Contract, profit sharing price advantage to the City concurrent with its announcement to other customers. A price reduction or profit-sharing price advantage may be offered at any time during the term of an awarded Contract and shall become effective upon notice and acceptance. The City shall likewise be given any special sales discounts offered to the general public, which exceed contracted price discounts extended to the City by the Contractor.
8. **Multiple Awards:** The City has a large number and variety of potential customer departments. In order to ensure that any ensuing Contracts will allow the City to fulfill current and future requirements, the City reserves the right to award Contracts to multiple companies. The actual utilization of any Contract will be at the sole discretion of the City. The fact that the City may make multiple awards should be taken into consideration by each Offeror.
9. **Turnaround Time:** Offeror must be capable of providing a work completion turnaround time for requested delivery of materials and/or services within the time stated in this Request for Proposal. Turnaround time is defined as the time frame beginning with the Contractor being notified of a need by the City and ending with the delivery of the work in completed form back to the City within the specified time. Proposal shall provide any required pick-up and delivery as part of the proposed price response to the City.
10. **Change Order:** The Procurement Office reserves the right to execute change orders reflecting a quantity increase within ninety (90) days from Contractor's initial delivery date. No change order will be executed outside of the scope of the City's Request for Proposal and the Contractor's proposal and price response.
11. **Brand Name or Equal Specifications:** When the specification calls for "Brand Name or Equal," the brand name product is acceptable. The use of a brand name is for the purposes of describing the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition. If an Offeror wishes to provide a material or service that is not the brand name, the equivalent material or service must meet the standard of quality of the brand name product, which is determined at the City's sole discretion. Equivalent products will be considered upon showing the other product meets stated specifications and is equivalent to the brand name product in terms of quality, performance and desired characteristics. Products that are substantially equivalent to those brands designated will qualify for consideration. Burden of proof that the product meets the minimum standards or is equal to the brand name product is on the Offeror. The City reserves the right to reject Responses that the City deems unacceptable for any reason.
12. **Warranty:** Each proposal must include a complete and exclusive statement of the product warranty. Warranty offers will be relatively considered as appropriate to life cycle costing.

## Special Terms & Conditions and Instructions

13. **Local Inventory Stocking:** In order to provide the necessary delivery support required for the items specified, Offeror must have a local inventory warehouse facility. Each warehouse facility must be staffed by trained personnel and have sufficient inventory in order to provide quality service on a timely basis. The Procurement Office may inspect the warehouse facility to determine adequacy.
14. **Local Maintenance:** In order to ensure that the highest up-time for the purchased equipment is maintained, Offeror must have local maintenance facilities and/or have specific agreements in force with a third party to provide local maintenance. Each maintenance facility must be staffed by trained technicians and have a sufficient parts inventory to provide quality service on the equipment. The Procurement Office may inspect the maintenance facilities to determine adequacy of the inventory.
15. **Insurance:**

- A. **Insurance Required:** Prior to commencing services under this Contract, Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries (including death) to persons and damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees, subcontractors, or sub-subcontractors. For Offerors with self-insurance, proof of self-insurance with minimum limits expressed below must be submitted on proper forms for evaluation prior to award of Contract.

A Contract Award Notice or Purchase Order will not be issued to the Contractor until receipt of all required insurance documents by the Procurement Office with such documents meeting all requirements herein. In addition, before any Contract renewal, all required insurance must be on file with the Procurement Office. Contractor must submit required insurance within ten (10) calendar days after request by the Procurement Office or the award may be rescinded and another Offeror selected for award.

- B. **Minimum Limits of Coverage:** Without limiting any obligations or liabilities, the Contractor, at its sole expense, shall purchase and maintain the minimum insurance specified below with companies duly licensed or otherwise approved by the State of Arizona, Department of Insurance and with forms satisfactory to the City. Each Insurer shall have a current A.M. Best Company, Inc., rating of not less than A-VII. Use of alternative insurers requires prior approval from the City.

- I. **Minimum Limits of Insurance.** Contractor shall maintain the following minimum limits:

a. **Commercial General Liability**

Commercial general liability insurance limit of not less than \$1,000,000 for each occurrence, with a \$2,000,000 general aggregate limit. The general aggregate limit shall apply separately to the services under this Contract or the general aggregate shall be twice the required per occurrence limit. The policy shall be primary and include coverage for bodily injury, property damage, personal injury, products, completed operations, and blanket contractual coverage, including but not limited to the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office policy form CG0001 or its equivalent.

In the event the general liability policy is written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of the services as evidenced by annual certificates of insurance. In addition, the retro date shall be no later than the start date of the contract. The retro date shall be disclosed on the certificate of insurance.

Such policy shall contain a "severability of interests" provision.

b. **Worker's Compensation**

The Contractor shall carry worker's compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor employees engaged in the performance of services; and employer's liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee and \$500,000 disease policy limit.

## Special Terms & Conditions and Instructions

In cases when services are subcontracted, the Contractor will require the subcontractor to provide worker's compensation and employer's liability to at least the same extent as provided by Contractor.

c. Automobile Liability

Commercial business automobile liability insurance with a combined single life or bodily injury and property damages of not less than \$1,000,000 per accident regarding any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor services. Coverage will be at least as broad as coverage Code 1 "any auto". Insurance Service Office policy form CA0001 Y87 or any replacements thereof. Such coverage shall include coverage for loading and unloading hazards.

- C. Additional Insured: The insurance coverage, except for workers compensation and professional liability coverage, required by this Contract, shall name the City, its agents, representatives, directors, officials, employees, and officers, as additional insureds, and shall specify that insurance afforded the Contractor shall be primary insurance. The additional insured wording on the commercial general liability policy will be at least as broad as Insurance Services Office policy forms CG2010 04/13 edition and CG2037 04/13 edition or their equivalent. The additional insured wording on the automobile liability policy will be at least as broad as Insurance Services Office policy form CA 20 48 or its equivalent. This provision and the naming of the city as an additional insured shall in no way be construed as giving rise to responsibility or liability of the City for applicable deductible amounts under such policy(s).
- D. Coverage Term: All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted by the City. Failure to do so shall constitute a material breach of this Contract.
- E. Primary Coverage: Contractor's insurance shall be primary insurance to the City, and any insurance or self-insurance maintained by the City shall not contribute to it.
- F. Claim Reporting: Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage afforded under the policy to protect the City.
- G. Waiver: The policies, including workers' compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the work or services of the Contractor.
- H. Deductible/Retention: The policies may provide coverage which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall be disclosed by the contractor and shall not be applicable with respect to the coverage provided to the City under such policies. Contractor shall be solely responsible for deductible and/or self-insurance retention and the City, at its option, may require Contractor to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- I. Certificates of Insurance: Prior to commencing work or services under this Contract, Contractor shall furnish the City with certificates of insurance, or formal endorsements as required by the Contract, issued by the Contractor's Insurer(s), as evidence that policies providing the required coverages, conditions, and limits required by this Contract are in full force and effect. Such certificates shall identify this Contract number or name and shall provide for not less than thirty (30) days advance notice of cancellation, termination, or material alteration. Such certificates shall be sent directly to: Contract Administrator, City of Tempe, P. O. Box 5002, Tempe, AZ 85280.
- J. Copies of Policies: The City reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the above policies and/or endorsements. The City shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of, the City's right to insist on strict fulfillment of Contractor's obligations under this Contract.

## Scope of Work

The City of Tempe has issued this Request for Proposal (RFP) to create a group of contracts for the supply of vehicle/equipment parts and repair services utilized primarily by the Fleet Service Division (various other City departments will also utilize these contracts) to perform repairs on approximately 1,200 vehicles and pieces of equipment including: passenger vehicles, light and heavy duty trucks, street sweepers, refuse trucks, specialty equipment, motorcycles, and numerous other pieces of equipment.

The City reserves the right to award multiple contracts per group should the City require additional vendors to provide necessary coverage for the variety of vehicles/equipment in the City.

The majority of needed vehicle parts will now be sourced through the City's onsite vendor representative NAPA

### **Parts Groups to be awarded**

The following are the categories for which the City is requesting submittals:

Group 1 – Hydraulic Hose and Fittings

Group 2 – Tire Road Service

Group 3 – Vehicle Service Contracts (T&M) & Parts

Group 4 – Specialized Equipment and Portable Tool Service Contracts (T&M)

Group 5 – Other

### **Local Supplier Facility & Inventory**

The City prefers that contracted firms have a parts outlet facility within the Tempe/Phoenix metropolitan area and maintain an inventory of parts that are sufficient to meet the needs of the City. Walk-in business from the City may occur to meet expedited repair requests; therefore, close geographic proximity to City of Tempe facilities will be an evaluation factor.

### **Delivery Capability**

The City will require contracted parts suppliers to provide free, daily delivery, of ordered parts, to all City facilities. Tempe's three main stocking facilities are located at 53 S. Priest, Building D, 6300 All America Way, and Fire Maintenance 1425 S. Clark Dr. All prices and discounts proposed in response to this RFP must be F.O.B. destination with inside delivery.

### **Customer Sales/Service Representative**

The City will obtain parts availability information and place orders by telephone conversation with contracted parts suppliers. It is therefore important that each contracted supplier have a knowledgeable inside sales staff capable of answering technical questions and cross referencing parts and current parts prices.

### **Pricing**

Offerors shall submit price sheets showing manufacturer list pricing and state discount available to the City of Tempe or approved alternative price lists. The manufacturer list prices shall be from a published pricing document or computerized inventory printout.

Please provide a link and access to the most current product pricing through the utilization of web portal.

The discount offered shall remain firm for the entire life of any resulting contract. Only pass-through costs incurred by the contracted supplier from the parts manufacturer will be considered for any increased parts costs and then only per the provisions stated within the Special Terms & Conditions section of this RFP.

## Scope of Work

### **Billing Process & Requirements**

Contracted suppliers must provide a priced invoice at the time of delivery or customer pick-up. It is preferred that each invoice identify each purchased item by: labor classification and hourly rate, if applicable, part number, description, manufacturer list price and City of Tempe discount. It is preferred that a proper name for each part be utilized on the invoice.

### **Aftermarket Parts**

Aftermarket parts must meet or exceed the original manufacturer's specifications in quality, size, fit and operation.

### **Merchandise Warranty**

All items purchased from a vendor must be under full warranty from manufacture defects. There shall be no costs incurred by the City of Tempe for any warranty consideration.

## Proposal Questionnaire

**“Return this Section with your Response”**

Questionnaire responses and supporting documentation provided will be used to evaluate the proposal. In order to evaluate an Offeror’s overall experience and competence to perform the Scope of Work described herein, the City may rely on additional resources beyond the information provided.

Bidder shall submit answers to the following questions. Responses will be utilized in determination of contract award.

	Question	Response
1	List the location of your parts and/or service outlet facility nearest to Tempe, which will handle the City's account.	
2	Describe your company and its history – include years in business	
3	Please provide contact information for the primary account representative and a backup contact for the City of Tempe. <ul style="list-style-type: none"> <li>• Contact Name</li> <li>• Phone Number</li> <li>• Cell Phone Number</li> <li>• e-mail address</li> </ul>	Provide contact information below
4	If offering aftermarket parts, do you certify 100% compatibility?	
5	What warranty is offered on the parts you supply?	
6	How will you make your pricing information, including updates, available to the City of Tempe?	
7	Please describe in detail the internal process your firm will utilize to ensure that pricing offered under this proposal will be consistent and accurate for all future purchases.	
8	Does your company offer parts delivery services?	
	a   Delivery time after order is placed b   How many scheduled delivery stops will your company make per day at City facilities?	
9	How will you supply out of stock parts and parts not stocked locally?	
	a   What is the time frame for delivery of non-stock or out of stock parts?	
10	For service contracts, what warranty do you offer on workmanship?	
11	Do you agree to the Terms and Conditions of this RFP?	
	a   If No, explain to right	
13	List three (3) governmental or corporate references for which you currently provide similar parts or services. <ul style="list-style-type: none"> <li>• Firm Name</li> <li>• Contact Name</li> <li>• Phone Number</li> </ul>	Provide Reference Information Below

## Evaluation Criteria

1. The Procurement Office will verify that all proposals meet the requirements to be considered responsive. Responses that do not comply with any mandatory requirements will be considered non-susceptible for award and not forwarded to the Evaluation Committee for scoring.
2. The Evaluation Committee will review and score all responsive proposals and rank them based on the committee's scores. Any proposals determined to score outside of the competitive range may be removed for non-susceptibility. Remaining Offerors may be invited for interviews, negotiations, site visits and best and final offers as determined at the sole discretion of the City.

It is important to note that firms may be removed for non-susceptibility anytime during the evaluation process and not just at the specific points noted above.

Award Criteria		Weight	Rating	Points
1	Cost	27		
2	Parts and service offered	27		
	a Quality			
	b Compatibility			
	c Warranty			
	d Delivery time			
3	Customer Service	13		
	a Invoicing meets City requirements			
	b Access to current pricing information			
4	Geographic proximity to City Fleet Services for pickup of parts by City personnel or expedited delivery by vendor	13		
5	Firm	13		
	a Business stability			
	b References and general experience			
6	Overall response to RFP	7		
	a Quality, composition and completeness of response			
	b Firms acceptance of City's Terms and Condition			
			<b>Total</b>	

This proposal will be evaluated on a cumulative point system using the rating scale shown below (fractional points may be selected within this range).

### Scoring

<i>Outstanding</i>	9 - 10
<i>Good</i>	6 - 8
<i>Average</i>	3 - 5
<i>Poor</i>	1 - 2
<i>Not Addressed or Unacceptable</i>	0

To evaluate the cost portion of the above criteria, the City may elect to evaluate each firm on a percentage basis of the lowest cost offer. The formula would be: (Lowest Priced Offer/Evaluated Firm's Price) x Points Possible = Evaluation Points.

## Pricing Section

**“Return this Section with your Response”**

Pricing must be inclusive of all costs including delivery to the designated City of Tempe facility for parts orders.

The City will not pay fuel surcharges or any other costs. All requested pricing elements will be evaluated:

- Parts, both a discount from manufacturers catalog pricing (if net pricing, indicate “net” in % column), and your pricing for market basket lists.
- Labor, provide a breakdown of cost per hour based on your operation – labor must be billable in ¼ hour increments.

### Group 1 – Hydraulic Hoses and Fittings (T&M)

In addition to the purchase of hose and fittings, the City may have a need for pre-assembled hoses to City provided specifications. For these situations, the awarded firm will use contract rates for labor and parts discounts to determine cost for requested assembly.

Group 1 – Hydraulic Hoses and Fittings		
1	Labor Rates by position (billable in ¼ hour increments)	Rate per Hour
		\$
		\$
		\$
		\$
2	Parts – Manufacturer Offered	% Discount from Manufacturer Catalog Pricing
		%
		%
		%
		%
		%
3	Market Basket Pricing	Cost – per foot or each
	Hydraulic Hose ½" (min 4000PSI rating)	\$
	Hydraulic Hose ¾" (min 3500PSI rating)	\$
	Hydraulic Hose 1" (min 3000PSI rating)	\$
	Male 37° JIC and flat face rigid straight connector ½" (crimpable)	\$
	Male 37° JIC and flat face rigid straight connector ¾" (crimpable)	\$
	Male 37° JIC and flat face rigid straight connector 1" (crimpable)	\$
	Female 37° JIC and flat face swivel straight connector ½" (crimpable)	\$
	Female 37° JIC and flat face swivel straight connector ¾" (crimpable)	\$
	Female 37° JIC and flat face swivel straight connector 1" (crimpable)	\$
	Female 37° JIC and flat face swivel 90° elbow ½" (crimpable)	\$
	Female 37° JIC and flat face swivel 90° elbow ¾" (crimpable)	\$
	Female 37° JIC and flat face swivel 90° elbow 1" (crimpable)	\$
	Female 37° JIC and flat face swivel 45° elbow ½" (crimpable)	\$
	Female 37° JIC and flat face swivel 45° elbow ¾" (crimpable)	\$
	Female 37° JIC and flat face swivel 45° elbow 1" (crimpable)	\$
	Hose end male pipe swivel ½" (crimpable)	\$
	Hose end male pipe swivel ¾" (crimpable)	\$
	Hose end male pipe swivel 1" (crimpable)	\$

## Pricing Section

**“Return this Section with your Response”**

### Group 2 – Tire Road Service

The City has the occasional need for tire related services on weekends and holiday on heavy duty vehicles.

Service call fee is to include:

- First hour of labor
- 30 miles of mileage (one way charge only)
- All required equipment
- All required repair parts

The City’s preferred method is to repair existing tire. If tire is beyond repair a new tire is to be placed on vehicle.

The City is requesting each responding firm to provide a description of the billable start and end time for labor e.g., Technician left the facility as a start time, Technician returned to facility as an end time.

The City uses the following preferred tire brands for section 2: **Firestone, Goodyear, Continental, and Michelin**

Please identify any additional fees that are not covered by the labor rate or the cost of the tire.

Group 2 – Tire Road Service		
1	Labor Rate (billable in ¼ hour increments after first hour)	Rate per Hour
		\$
2	Tires Mostly Used on Service Calls	Cost
	315/80R22.5	\$
	Brand Offered	
	11R22.5	\$
	Brand Offered	
	Super Single 445/50R22.5	\$
	Brand Offered	
	425/65R22.5	\$
	Brand Offered	
3	Additional fees not covered by time, and material	
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$

## Pricing Section

**“Return this Section with your Response”**

### Group 3 – Vehicle and Equipment Service Contracts (T&M) and Parts

These contracts are expected to be utilized for needed vehicle repairs when the City does not have staffing available, required equipment or lack the necessary expertise. The contract would be used for all types and classes of vehicles.

Contracts would be time and materials (T&M) so provide both labor rates and offered parts discounts. Additionally, these contracts will be utilized to purchase parts only.

If the service you are offering is a fixed fee for service, eg., front end alignment, list the service under the appropriate section.

The City has a need for repairs for the manufacturers as shown in the table below – indicate which of these manufacturers you provide services and parts by placing a ‘yes’ in the column. Pricing will be as indicated in the pricing table for this section of the solicitation.

Group 3 – Vehicle/Equipment Manufacturers		
Vehicles	Will provide SERVICE	Will provide PARTS
Chevrolet/GMC		
Ford		
Autocar		
Honda Motorcycle and ATV		
Freightliner		
Toyota		
International		
Isuzu		
Nissan		
Peterbilt		
Dodge		
BMW Motorcycles		
Kenworth		
Equipment	Will provide SERVICE	Will provide PARTS
Tymco Sweepers		
Nescon Sweepers		
Schwarze Sweepers		
Python Sweepers		
Toro		
John Deere		
Honda Generators		
Trailers		
Bobcat		
Caterpillar		
Jacobson		
Ingersoll Rand		
Kubota		
Smithco		
Electric Carts		
Cummins Engines		
Allison Transmissions		

## Pricing Section

**"Return this Section with your Response"**

Refuse Vehicle Bodies	Will provide SERVICE	Will provide PARTS
Heil		
New Way		
Scorpion		
McNeilus		
Galbreath		
Spartan		

Group 3 – Vehicle and Equipment Service Contracts (T&M)		
1	Labor Rates by position (billable in ¼ hour increments)	Rate per hour
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
2	Fixed Cost Services Offered	Cost
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
3	Vehicle Pick-up and Deliveries	Cost
	Pick up vehicle at Tempe location and take to vendor shop for needed repairs	\$
	Deliver vehicle to Tempe location post repair	\$
4	Parts – Manufacturer Offered	% Discount from Manufacturer Catalog Pricing
		%
		%
		%
		%
		%
		%
	Additional comments for section 1 – description of billable hours –	

## Pricing Section

**“Return this Section with your Response”**

**Group 4 – Specialized Equipment and Portable Tool Service Contracts (T&M)**

These contracts are expected to be utilized for needed vehicle repairs when the City does not have staffing available, required equipment or lack the necessary expertise. The contract would be used for all types and classes of equipment including chain saws, gas powered equipment, etc.

Contracts would be time and materials (T&M) so provide both labor rates and offered parts discounts. If the service you are offering is a fixed fee for service, list the service under the appropriate section.

Group 4 – Specialized Equipment and Portable Tool Service Contracts (T&M)	
Indicate which manufacturers you will provide services for below:	

Group 4 – Specialized Equipment and Portable Tool Service Contracts (T&M)		
1	Labor Rates by position (billable in ¼ hour increments)	Rate per Hour
		\$
		\$
		\$
		\$
		\$
2	Fixed Cost Services Offered	Cost
		\$
		\$
		\$
		\$
		\$
3	Parts – Manufacturer Offered	% Discount from Manufacturer Catalog Pricing
		%
		%
		%
		%
		%

## Pricing Section

**“Return this Section with your Response”**

**Group 5 – Other (parts or service)**

Firms may offer other categories of parts or service than requested above. Should the offer be advantageous for the City, a contract may be awarded. This category can include small motor items like weed trimmers, chain saws, etc that individual departments or building locations may have a need for service.

Group 5 – Other (parts or service)	
Indicate which manufacturer you will provide services for below:	

Group 5 – Other (parts or service)		
1	Labor Rates by position (billable in ¼ hour increments)	Rate per Hour
		\$
		\$
		\$
		\$
		\$
2	Fixed Cost Services Offered	Cost
		\$
		\$
		\$
		\$
		\$
3	Parts – Manufacturer Offered	% Discount from Manufacturer Catalog Pricing
		%
		%
		%
		%
		%

\* Applicable Tax \_\_\_\_\_ %

\* State correct jurisdiction to receive sales tax on the Vendor's Offer, included in this Request for Proposal.

Less prompt payments discount terms of \_\_ % \_\_ days/ or net thirty (30) days. (To apply after receipt and acceptance of an itemized monthly statement.) For evaluation purposes, the City cannot utilize pricing discounts based upon payments being made in less than thirty (30) days from receipt of statement.

## Pricing Section

**"Return this Section with your Response"**

### Ordering and Invoice Instructions

Invoices shall be issued directly to the ordering department. Invoices shall be accurate and complete including the information shown below. Failure to provide a properly documented invoice may cause a delay in receipt of payment. The City will not process an invoice for payment until it has been approved by the ordering department and forwarded to Accounts Payable. The City endeavors to process invoices within 30 days after receipt of an accurate and complete document.

Invoices shall include:

1. Line item listing of all ordered items to include description of items;
2. Unit cost and extended cost for each line item;
3. Applicable Tax;
4. Payment Terms;
5. Purchase Order Number;
6. Name of selling organization clearly stated on invoice along with address;
7. Phone number and or e-mail address for contact person to clarify invoicing questions;

Invoices that do not follow the above minimum invoicing requirements will not be paid. Payment must be applied to only invoices referenced on check/payment stub. The City reserves the right to process payments via check or P-Card.

Accounting Contacts:

Yesenia Loreda-Flores  
Carlene Foster  
Scott Gruber

Letters A – H and Numbers  
Letters I – Z  
General AP Inquiries and AP Checks

## Vendor's Offer

**"Return this Section with your Response"**

Offeror must complete, sign and submit this form to the Procurement Office with the proposal response. An unsigned "Vendor's Offer", late proposal response, and/or a materially incomplete response will be considered nonresponsive and rejected. Offeror is to type or legibly write in ink all information required below. A scanned copy of this page is acceptable.

Company Name: _____	
Company Purchase Order Mailing Address:	
Street Address: _____	
City, State, Zip: _____	
Contact Person: _____	Phone Number: _____
E-mail Address: _____	Cell Number: _____
<u>Remit to Information</u>	
Company Name (as it appears on invoice): _____	
Company Payment Remit to Address:	
Street Address: _____	
City, State, Zip: _____	
<u>Company Tax Information</u>	
If a Tempe-based firm, provide Tempe Transaction Privilege (Sales) Tax No.: _____	
<u>Payment Options</u>	
Will your company accept the City's Master Card for payment?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Will your company accept Payment via ACH (Automated Clearing House) for payment?	Yes <input type="checkbox"/> No <input type="checkbox"/>

### THIS PROPOSAL IS OFFERED BY

#### REQUIRED SIGNATURE OF AUTHORIZED OFFEROR

By signing this Vendor's Offer, Offeror acknowledges acceptance of all terms and conditions contained herein and that prices offered were independently developed without consultation with any other Offeror or potential Offeror. Failure to sign and return this form with proposal response will be considered nonresponsive and rejected.

\_\_\_\_\_  
Signature of Authorized Offer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print or Type Name of Authorized Individual

\_\_\_\_\_  
Title of Authorized Individual

## Anti-Discrimination Policy



### COMPLIANCE WITH CITY'S ANTIDISCRIMINATION ORDINANCE NO. 02016.25

The Tempe City Council approved Ordinance No. 02016.25 that requires vendors who are being recommended for award to provide evidence of their compliance with the City's antidiscrimination policy as shown below:

#### Sec. 2-601. Policy.

It is declared to be the policy for the citizens of Tempe, Arizona, to be free from discrimination in public accommodations, employment, and housing, and contrary to public policy and unlawful to discriminate against any person on the basis of race, color, gender, gender identify, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status, in places of public accommodation, employment, and housing; and contrary to the policy of the city and unlawful for vendors and contractors doing business with the city to discriminate, as set forth in this article.

#### Sec. 2-603. Unlawful Practices.

The following shall constitute a violation of this article:

For a city vendor or city contractor, because of race, color, gender, gender identify, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status, to refuse to hire or employ or bar or discharge from employment any person, or to discriminate against such person in compensation, conditions, or privileges or employment. City vendors and contractors of fifteen (15) or more employees shall provide a copy of its antidiscrimination policy to the Procurement Officer to confirm compliance with this article. Employers having fourteen (14) or less employees may attest in writing to compliance with this article.

#### Vendor Requirements

Vendors who have fifteen (15) or more employees shall include with their bid/proposal submittal a copy of its antidiscrimination policy that must mirror the City's policy as stated above. Suppliers who have fourteen (14) or less employees may include their antidiscrimination policy or complete a written affidavit of compliance per the attached.

#### To be completed by responding company and returned with submittal:

\_\_\_\_\_ Our company has 15 or more employees and has included its antidiscrimination policy that mirrors the City's policy;

\_\_\_\_\_ Our company has fourteen (14) or less employees and is attaching the signed AFFIDAVIT OF COMPLIANCE WITH TEMPE CITY CODE CHAPTER 2 ARTICLE VIII SECTION 2-603(5).

Please include this document along with the company's antidiscrimination policy or the completed affidavit with offer submittal

## Anti-Discrimination Policy



Only complete this document if you have 14 or less employees.

### AFFIDAVIT OF COMPLIANCE WITH TEMPE CITY CODE

#### CHAPTER 2 ARTICLE VIII SECTION 2-603(5)

Per Tempe City Code Chapter 2 Article VIII Section 2-603(5), it is unlawful for a City vendor or City contractor, because of race, color, gender, gender identity, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status, to refuse to hire or employ or bar or discharge from employment any person, or to discriminate against such person in compensation, conditions, or privileges of employment.

City vendors and contractors shall provide a copy of their antidiscrimination policy to City to confirm compliance with this requirement or attest in writing to compliance.

- **CONTRACTOR** means any person who has a contract with the City.
- **VENDOR** means a person or firm in the business of selling or otherwise providing products, materials, or services.

CONTRACTOR/VENDOR, select one:

\_\_\_\_\_ Current copy of antidiscrimination policy attached

OR

\_\_\_\_\_ I hereby certify \_\_\_\_\_ (contractor/vendor) to be in compliance with Tempe City Code Chapter 2 Article VIII Section 2-603(5).

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

## Supplier Sustainability Questionnaire

The City of Tempe is strongly committed to sustainable practices and programs that help build a vibrant and resilient community. The City accomplishes this through a variety of innovative programs, including water and energy conservation, recycling, composting, alternative transportation, sustainable business practices and environmental stewardship. Tempe recently established its 2019 Climate Action Plan (CAP) that provides a guideline for how the City will take local action on global climate change by reducing its greenhouse gas (GHG) emissions and adapting to the changing climate. The Climate Action Plan serves as a guideline for the City's path toward a sustainable and resilient future that will benefit the entire City. The City has strengthened its commitment to sustainability by adopting a new carbon neutrality goal by 2050 and a strategy of sourcing 100 percent of its electricity from renewable sources by 2035. To learn more about the City's commitment to sustainability, please visit <https://www.tempe.gov/government/sustainable-tempe>.

To further this commitment, the City has developed a Sustainable Procurement Policy that provides specific guidelines for how these important sustainable practices and programs will be reflected in contract award decisions. By partnering with companies who share these sustainability goals, the City will be able to significantly enhance sustainable outcomes.

To support these efforts, the following Supplier Sustainability Questionnaire has been developed that will allow the City to better understand your company's efforts and commitments regarding sustainable practices and initiatives. This questionnaire has two sections – a section to understand what your company is doing regarding sustainable actions and a section to understand the specific sustainable attributes of the product or service that you are offering.

Item	Question	Response
<b>Corporate Sustainable Actions</b>		
1.	What sustainability guidelines or environmental statement does your company have to guide the company as a whole? Please include a link.	
2.	What is your company doing to be more energy efficient?	
3.	What is your company doing to reduce greenhouse gas emissions?	
4.	What is your company doing to reduce waste transferred to landfills?	
5.	What is your company doing to reduce water waste?	
6.	What kind of effort does your company make to reduce the use of environmentally harmful materials (such as cleaning products, etc.)?	
7.	Does your company take any actions to manage the sustainability of your supply chain? If yes, please explain.	
8.	Has your company received any environmental or sustainability related Independent certifications or recognitions? If yes, please explain.	

## Supplier Sustainability Questionnaire

Item	Question	Response
<b>Product Sustainable Attributes</b>		
1.	Has your company performed an environmental life cycle analysis on the product being offered the City? If yes, please provide documentation	
2.	Can the product being offered be refurbished, recycled, or composted at the end of its life? If yes, please elaborate	
3.	Does the product being offered include any recycled materials? If yes, please explain.	
4.	What measures have been taken to reduce unnecessary packaging materials associated with the product being offered?	
5.	What kind of reusable, recyclable, and/or compostable packaging materials does your company use?	
6.	Has the product being offered been rated or certified by a third-party organization such as Energy Star, Green Seal, Leadership in Energy and Environmental Design (LEED), Forest Stewardship Council, etc.? If yes, please provide certification documentation.	
7.	Please provide any additional information you would like to share regarding your product's sustainable attributes.	

Please find some helpful links below that will provide additional information, tools and resources regarding sustainable practices:

**Greenhouse Gas Calculators:**

<https://www.epa.gov/energy/greenhouse-gases-equivalencies-calculator-calculations-and-references>

**Sustainable Packaging:**

<https://www.epa.gov/smm/sustainable-packaging>

<https://www.epa.gov/facts-and-figures-about-materials-waste-and-recycling/containers-and-packaging-product-specific-data>

**Cleaning Products:**

<https://www.epa.gov/saferchoice>

**Tool to Measure and Track your Waste and Recycling:**

<http://www.epa.gov/smm/wastewise/measure-progress.htm>

**Water Conservation:**

<http://water.epa.gov/polwaste/nps/chap3.cfm>

## Checklist for Submittal

The following checklist has been provided to assist you in submission of your offer.

This list should not be considered complete, other information or documents may be necessary as part of your submission.

The items listed are the primary documents and information that must be completed and/or included with your proposal.

Please include any additional information or documents that will clarify your submittals.

This document has been issued in Word format to allow the responding firm the ability to provide requested information, answer questions and provide pricing within the actual document.

Description		Included √
1.	One signed and completed copy of the Proposal response – only sections marked <b>"Return this Section with your Response"</b> are required but you may include supplemental materials you believe necessary to clarify your submittal.	
a.	Signed and Completed Vendor's Offer Form	
2.	Due to the COVID Virus, please submit a single e-copy of the signed and completed proposal. The City's e-mail is capable of accepting up to a 10MB attachment. Please try and keep the proposal under this size limit. However, if you need to exceed 10MB, please break the proposal up into two sections and e-mail in two separate messages clearly indicating the solicitation number on the subject line and denoting Part 1 and Part 2 response. We will be unable to accept any hard copies of the proposal so please e-mail the response as noted above.	
3.	Proposal Questionnaire	
4.	Pricing Section	
5.	If company has 14 or less employees include a signed and completed Affidavit of Compliance with Tempe City Code Chapter 2 Article VII Section 2-603(5) (form attached)	
6.	If company has 15 or more employees include a copy of its anti-discrimination policy	
7.	Signed Addenda (if applicable)	
8.	Supplier Sustainability Questionnaire	

**Alert** – If you received this solicitation via a third-party plan-holder company and did not directly download it from the City of Tempe's Procurement home page you might not have received any addendums that were published during the bidding period. To ensure you are notified of addendums it is critical that you download this solicitation from the City's web site per the below link:  
<https://ww2.tempe.gov/bids/>

## Vendor's Offer

**"Return this Section with your Response"**

Offeror must complete, sign and submit this form to the Procurement Office with the proposal response. An unsigned "Vendor's Offer", late proposal response, and/or a materially incomplete response will be considered nonresponsive and rejected. Offeror is to type or legibly write in ink all information required below. A scanned copy of this page is acceptable.

Company Name: BTE BODY INC.

Company Purchase Order Mailing Address:

Street Address: 2650 N. 32ND AVE

City, State, Zip: PHOENIX, AZ 85009

Contact Person: BILL KINKADE Phone Number: 602-279-9227x103

E-mail Address: BILL.KINKADE@BTEBODY.COM Cell Number: 602-615-0170

Remit to Information

Company Name (as it appears on invoice): Corporate Billing, LLC

Company Payment Remit to Address:

Street Address: Dept. 100 P.O. Box 830604

City, State, Zip: Birmingham, AL 35283

Company Tax Information

If a Tempe-based firm, provide Tempe Transaction Privilege (Sales) Tax No.: \_\_\_\_\_

Payment Options

Will your company accept the City's Master Card for payment?

Yes  No

Will your company accept Payment via ACH (Automated Clearing House) for payment?

Yes  No

### THIS PROPOSAL IS OFFERED BY

#### REQUIRED SIGNATURE OF AUTHORIZED OFFEROR

By signing this Vendor's Offer, Offeror acknowledges acceptance of all terms and conditions contained herein and that prices offered were independently developed without consultation with any other Offeror or potential Offeror. Failure to sign and return this form with proposal response will be considered nonresponsive and rejected.

  
Signature of Authorized Offer

6/3/2021  
Date

JASON HURST  
Print or Type Name of Authorized Individual

GENERAL MANAGER  
Title of Authorized Individual

## Checklist for Submittal

The following checklist has been provided to assist you in submission of your offer.

This list should not be considered complete, other information or documents may be necessary as part of your submission.

The items listed are the primary documents and information that must be completed and/or included with your proposal.

Please include any additional information or documents that will clarify your submittals.

This document has been issued in Word format to allow the responding firm the ability to provide requested information, answer questions and provide pricing within the actual document.

Description	Included
1. One signed and completed copy of the Proposal response – only sections marked <b>“Return this Section with your Response”</b> are required but you may include supplemental materials you believe necessary to clarify your submittal.	✓
a. Signed and Completed Vendor’s Offer Form	✓
2. Due to the COVID Virus, please submit a single e-copy of the signed and completed proposal. The City’s e-mail is capable of accepting up to a 10MB attachment. Please try and keep the proposal under this size limit. However, if you need to exceed 10MB, please break the proposal up into two sections and e-mail in two separate messages clearly indicating the solicitation number on the subject line and denoting Part 1 and Part 2 response. We will be unable to accept any hard copies of the proposal so please e-mail the response as noted above.	✓
3. Proposal Questionnaire	✓
4. Pricing Section	✓
5. If company has 14 or less employees include a signed and completed Affidavit of Compliance with Tempe City Code Chapter 2 Article VII Section 2-603(5) (form attached)	✓
6. If company has 15 or more employees include a copy of its anti-discrimination policy	✓
7. Signed Addenda (if applicable)	✓
8. Supplier Sustainability Questionnaire	✓

**Alert** – If you received this solicitation via a third-party plan-holder company and did not directly download it from the City of Tempe’s Procurement home page you might not have received any addendums that were published during the bidding period. To ensure you are notified of addendums it is critical that you download this solicitation from the City’s web site per the below link:  
<https://ww2.tempe.gov/bids/>

## Proposal Questionnaire

"Return this Section with your Response"

Questionnaire responses and supporting documentation provided will be used to evaluate the proposal. In order to evaluate an Offeror's overall experience and competence to perform the Scope of Work described herein, the City may rely on additional resources beyond the information provided.

Bidder shall submit answers to the following questions. Responses will be utilized in determination of contract award.

Question	Response
1 List the location of your parts and/or service outlet facility nearest to Tempe, which will handle the City's account.	BTE BODY INC 2650 N. 32ND AVE PHOENIX, AZ 85009
2 Describe your company and its history - include years in business	BODY BUILDER EST. 3/2008
3 Please provide contact information for the primary account representative and a backup contact for the City of Tempe. <ul style="list-style-type: none"> <li>• Contact Name</li> <li>• Phone Number</li> <li>• Cell Phone Number</li> <li>• e-mail address</li> </ul>	Provide contact information below BILL KINLADE 602-278-9227 602-615-0170 BILL.KINLADE@BTEBODY.COM
4 If offering aftermarket parts, do you certify 100% compatibility?	YES
5 What warranty is offered on the parts you supply?	MANUFACTURERS
6 How will you make your pricing information, including updates, available to the City of Tempe?	EMAIL
7 Please describe in detail the internal process your firm will utilize to ensure that pricing offered under this proposal will be consistent and accurate for all future purchases.	PRICING CODED TO CITY OF TEMPE'S ACCOUNT
8 Does your company offer parts delivery services?	YES
a Delivery time after order is placed	24 HRS
b How many scheduled delivery stops will your company make per day at City facilities?	2
9 How will you supply out of stock parts and parts not stocked locally?	HAVE THEM SHIPPED IN
a What is the time frame for delivery of non-stock or out of stock parts?	VARIABLES PER MANUFACTURER
10 For service contracts, what warranty do you offer on workmanship?	12 MONTHS
11 Do you agree to the Terms and Conditions of this RFP?	YES
a If No, explain in right	
13 List three (3) governmental or corporate references for which you currently provide similar parts or services. <ul style="list-style-type: none"> <li>• Firm Name</li> <li>• Contact Name</li> <li>• Phone Number</li> </ul>	Provide Reference Information Below CITY OF TUCSON - ERIC WAGNER 520-837-6411 CP+R BEN HALEY 928-232-0422 CITY OF GILBERT DOUG HERBSTGAMMER 480-797-8539

## Proposal Questionnaire

**“Return this Section with your Response”**

1. The Procurement Office will verify that all proposals meet the requirements to be considered responsive. Responses that do not comply with any mandatory requirements will be considered non-susceptible for award and not forwarded to the Evaluation Committee for scoring.
2. The Evaluation Committee will review and score all responsive proposals and rank them based on the committee's scores. Any proposals determined to score outside of the competitive range may be removed for non-susceptibility. Remaining Offerors may be invited for interviews, negotiations, site visits and best and final offers as determined at the sole discretion of the City.

It is important to note that firms may be removed for non-susceptibility anytime during the evaluation process and not just at the specific points noted above.

Award Criteria		Weight	Rating	Points
1	Cost	27		
2	Parts and service offered	27		
	a Quality			
	b Compatibility			
	c Warranty			
	d Delivery time			
3	Customer Service	13		
	a Invoicing meets City requirements			
	b Access to current pricing information			
4	Geographic proximity to City Fleet Services for pickup of parts by City personnel or expedited delivery by vendor	13		
5	Firm	13		
	a Business stability			
	b References and general experience			
6	Overall response to RFP	7		
	a Quality, composition and completeness of response			
	b Firms acceptance of City's Terms and Condition			
			<b>Total</b>	

## Anti-Discrimination Policy



### COMPLIANCE WITH CITY'S ANTIDISCRIMINATION ORDINANCE NO. 02016.25

The Tempe City Council approved Ordinance No. 02016.25 that requires vendors who are being recommended for award to provide evidence of their compliance with the City's antidiscrimination policy as shown below:

#### Sec. 2-801. Policy.

It is declared to be the policy for the citizens of Tempe, Arizona, to be free from discrimination in public accommodations, employment, and housing, and contrary to public policy and unlawful to discriminate against any person on the basis of race, color, gender, gender identify, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status, in places of public accommodation, employment and housing; and contrary to the policy of the city and unlawful for vendors and contractors doing business with the city to discriminate, as set forth in this article.

#### Sec. 2-603. Unlawful Practices.

The following shall constitute a violation of this article:

For a city vendor or city contractor, because of race, color, gender, gender identify, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status, to refuse to hire or employ or bar or discharge from employment any person, or to discriminate against such person in compensation, conditions, or privileges or employment. City vendors and contractors of fifteen (15) or more employees shall provide a copy of its antidiscrimination policy to the Procurement Officer to confirm compliance with this article. Employers having fourteen (14) or less employees may attest in writing to compliance with this article.

#### Vendor Requirements

Vendors who have fifteen (15) or more employees shall include with their bid/proposal submittal a copy of its antidiscrimination policy that must mirror the City's policy as stated above. Suppliers who have fourteen (14) or less employees may include their antidiscrimination policy or complete a written affidavit of compliance per the attached.

To be completed by responding company and returned with submittal:

- Our company has 15 or more employees and has included its antidiscrimination policy that mirrors the City's policy;
- Our company has fourteen (14) or less employees and is attaching the signed AFFIDAVIT OF COMPLIANCE WITH TEMPE CITY CODE CHAPTER 2 ARTICLE VIII SECTION 2-803(5).

Please include this document along with the company's antidiscrimination policy or the completed affidavit with offer submittal

policy. Based on the seriousness of the offense, disciplinary action may include verbal or written reprimand, suspension, or termination of employment.

Managers and supervisors who knowingly allow or tolerate discrimination, harassment or retaliation, including the failure to immediately report such misconduct to the HR Director are in violation of this policy and subject to discipline.

### **Prohibited Conduct Under This Policy**

The Company, in compliance with all applicable federal, state and local anti-discrimination and harassment laws and regulations, enforces this policy in accordance with the following definitions and guidelines:

#### **Discrimination**

It is a violation of the Company Policy to discriminate in the provision of employment opportunities, benefits or privileges; to create discriminatory work conditions; or to use discriminatory evaluative standards in employment if the basis of that discriminatory treatment is, in whole or in part, the person's race, color, ethnicity, national origin, gender, sexual orientation, gender identity, pregnancy, familial status, religion, age, disability, genetic information, military status, use of FMLA or Worker's Compensation, whistle-blowing, legal off-duty conduct, or taking leave to serve on a jury, be a witness in a legal proceeding or to vote.

Discrimination of this kind may also be strictly prohibited by a variety of federal, state and local laws, including the Equal Pay Act of 1963, Title VII of the Civil Rights Act of 1964, Age Discrimination in Employment Act of 1967, Pregnancy Discrimination Act of 1978, Immigration Reform and Control Act of 1986, Americans with Disabilities Act of 1990, Executive Order 11246 of 1965, Family and Medical Leave Act of 1993, Uniformed Services Employment and Reemployment Rights Act of 1994 and the Consumer Credit Protection Act (CCPA). This policy is intended to comply with the prohibitions stated in these anti-discrimination laws.

Discrimination in violation of this policy may lead to disciplinary action up to and including termination of employment.

#### **Harassment**

The Company prohibits harassment of any kind, including sexual harassment, and will take appropriate and immediate action in response to complaints or knowledge of violations of this policy. For purposes of this policy, harassment is any verbal or physical conduct designed to threaten, intimidate or coerce an employee, co-worker, or any person working for or on behalf of the Company.

The following examples of harassment are intended to be guidelines and are not

exclusive when determining whether there has been a violation of this policy:

- Verbal harassment includes comments that are offensive or unwelcome regarding a person's national origin, race, color, religion, gender, sexual orientation, age, body, disability or appearance, including epithets, slurs and negative stereotyping.
- Nonverbal harassment includes distribution, display or discussion of any written or graphic material that ridicules, denigrates, insults, belittles or shows hostility, aversion or disrespect toward an individual or group because of national origin, race, color, religion, age, gender, sexual orientation, pregnancy, appearance, disability, sexual identity, marital status or other protected status.

### **Sexual harassment**

Sexual harassment is a form of unlawful employment discrimination under Title VII of the Civil Rights Act of 1964 and is prohibited under the Company's anti-harassment policy. According to the Equal Employment Opportunity Commission (EEOC), sexual harassment is defined as "unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature ... when ... submission to or rejection of such conduct is used as the basis for employment decisions ... or such conduct has the purpose or effect of ... creating an intimidating, hostile or offensive working environment."

Sexual harassment occurs when unsolicited and unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature:

- Is made explicitly or implicitly a term or condition of employment.
- Is used as a basis for an employment decision.
- Unreasonably interferes with an employee's work performance or creates an intimidating, hostile or otherwise offensive environment.

Sexual harassment may take different forms. The following examples of sexual harassment are intended to be guidelines and are not exclusive when determining whether there has been a violation of this policy:

- Verbal sexual harassment includes innuendoes, suggestive comments, jokes of a sexual nature, sexual propositions, lewd remarks and threats; requests for any type of sexual favor (this includes repeated, unwelcome requests for dates); and verbal abuse or "kidding" that is oriented toward a prohibitive form of harassment, including that which is sexual in nature and unwelcome.
- Nonverbal sexual harassment includes the distribution, display or discussion of any written or graphic material, including calendars, posters and cartoons that are

sexually suggestive or show hostility toward an individual or group because of sex; suggestive or insulting sounds; leering; staring; whistling; obscene gestures; content in letters, notes, facsimiles, e-mails, photos, text messages, tweets and Internet postings; or other forms of communication that are sexual in nature and offensive.

- Physical sexual harassment includes unwelcome, unwanted physical contact, including touching, tickling, pinching, patting, brushing up against, hugging, cornering, kissing, fondling, and forced sexual intercourse or assault.

Courteous, mutually respectful, pleasant, noncoercive interactions between employees that are appropriate in the workplace and acceptable to and welcomed by both parties are not considered to be harassment, including sexual harassment.

### **Personal Relationships**

The Company strongly discourages personal relationships between a manager or other supervisory employee and his or her staff (an employee who reports directly or indirectly to that person) because such relationships tend to create compromising conflicts of interest or the appearance of such conflicts. A "personal relationship is defined as a relationship between individuals who have or have had a continuing relationship of a romantic or intimate nature.

Such a relationship may give rise to the perception by others that there is favoritism or bias in employment decisions affecting the staff employee. Moreover, given the uneven balance of power within such relationships, consent by the staff member is suspect and may be viewed by others, or at a later date by the staff member, as having been given as the result of coercion or intimidation. The atmosphere created by such appearances of bias, favoritism, intimidation, coercion or exploitation undermines the spirit of trust and mutual respect that is essential to a healthy work environment. If there is such a relationship, the parties need to be aware that one or both may be moved to a different department or other actions may be taken.

If any employee of the Company enters into a personal relationship with a member of his or her staff (an employee who reports directly or indirectly to him or her), or if one of the parties is in a supervisory capacity in the same department in which the other party works, the parties must notify the HR director or other appropriate corporate officer. Because of potential issues regarding quid pro quo harassment, the Company has made reporting mandatory. This requirement does not apply to employees who do not work in the same department or to parties where neither one supervises or otherwise manages responsibilities over the other.

Once the personal relationship is made known to the Company, the company will review the situation with human resources in light of all the facts (reporting relationship between the parties, effect on co-workers, job titles of the parties, etc.) and will determine whether one or both parties need to be moved to another job or department. If it is determined that one party must be moved, and there are jobs in other departments available for both, the parties may

decide who will be the one to apply for a new position. If the parties cannot amicably come to a decision, or the party is not chosen for the position to which he or she applied, the HR director and senior management will decide which party will be moved. That decision will be based on which move will be least disruptive to the organization as a whole. If no other jobs are available for either party, the parties will be given the option of terminating their relationship or resigning.

### **Retaliation**

No hardship, loss, benefit or penalty may be imposed on an employee in response to:

- Filing or responding to a bona fide complaint of discrimination or harassment.
- Appearing as a witness in the investigation of a complaint.
- Serving as an investigator of a complaint.

Lodging a bona fide complaint will in no way be used against the employee or have an adverse impact on the individual's employment status. However, filing groundless or malicious complaints is an abuse of this policy and will be treated as a violation.

Any person who is found to have violated this aspect of the policy will be subject to disciplinary action up to and including termination of employment.

### **Confidentiality**

All complaints and investigations are treated confidentially to the extent possible, and information is disclosed strictly on a need-to-know basis. The identity of the complainant is usually revealed to the parties involved during the investigation, and the HR Director will take adequate steps to ensure that the complainant is protected from retaliation during and after the investigation. All information pertaining to a complaint or investigation under this policy will be maintained in secure files within the HR department.

### **Complaint Procedure**

The Company has established the following procedure for filing a complaint of harassment, discrimination or retaliation. The company will treat all aspects of the procedure confidentially to the extent reasonably possible.

1. Complaints should be submitted as soon as possible after an incident has occurred, preferably in writing. The HR Director may assist the complainant in completing a written statement or, in the event an employee refuses to provide information in writing, the HR Director will dictate the verbal complaint. If the HR Director is the subject of the complaint, the employee should contact the President or call the Compliance Hotline at (877) 571-1140.

2. Upon receiving a complaint or being advised by a supervisor or manager that violation of this policy may be occurring, the HR Director will notify senior management and review the complaint with the company's legal counsel.
3. The HR Director will initiate an investigation to determine whether there is a reasonable basis for believing that the alleged violation of this policy occurred.
4. If necessary, the complainant and the respondent will be separated during the course of the investigation, either through internal transfer or administrative leave.
5. During the investigation, the HR Director, legal counsel and/or other management employees, will interview the complainant, the respondent and any witnesses to determine whether the alleged conduct occurred.
6. Upon conclusion of an investigation, the HR Director or other person conducting the investigation will submit a written report of his or her findings to the company. If it is determined that a violation of this policy has occurred, the HR Director will recommend appropriate disciplinary action. The appropriate action will depend on the following factors:
  7. a) the severity, frequency and pervasiveness of the conduct;
  8. b) prior complaints made by the complainant;
  9. c) prior complaints made against the respondent; and
  10. d) the quality of the evidence (e.g., firsthand knowledge, credible corroboration).
11. If the investigation is inconclusive or if it is determined that there has been no violation of policy, but potentially problematic conduct may have occurred, the HR Director may recommend appropriate preventive action.
12. Senior management will review the investigative report and any statements submitted by the complainant or respondent, discuss results of the investigation with the HR Director and other management staff as appropriate, and decide what action, if any, will be taken.
13. Once a final decision is made by senior management, the HR Director will meet with the complainant and the respondent separately and notify them of the findings of the investigation. If disciplinary action is to be taken, the respondent will be informed of the nature of the discipline and how it will be executed.

#### **Alternative legal remedies**

Nothing in this policy may prevent the complainant or the respondent from pursuing formal legal remedies or resolution through local, state or federal agencies or the courts.

# Addendum to Solicitation



City Procurement Office/City of Tempe • PO Box 5002 • 20 East 6th Street • Tempe, AZ 85280 • (480) 350-8324 • www.tempe.gov/procurement

Issue Date: | May 4, 2021

This addendum will modify and/or clarify:

Solicitation No.: | 21-139

and is

Addendum No.: | 1

Procurement Description: | Vehicle Equipment Parts & Repair Services

The City's formal response to vendor questions:

The Proposal Due Date and Opening Time remain unchanged at **May 18, 2021 at 3:00 P.M.**, Arizona Time.

The following question has been submitted along with the City's response in italics:

1. Pricing Section, page 25. Group 1 Hydraulic Hoses & Fittings  
Section 1- We charge a build fee per hose assembly, not an hourly rate. How should we note this in the spreadsheet provided?

*Simply label it as a hose assembly fee (not an hourly rate)*

2. Section 3- There are multiple lines requesting market basket pricing for two different fittings. How would you like us to quote two fittings on the same line?

*Example \$12.25 ea / \$14.50 ea*

3. Is there a specific brand of hydraulics that the City is requesting or prefers?

*Flextral is preferred over other brands such as Gates, Per Tech, or Dayco.*

4. We are under the impression that there is no "work made for hire" under contemplation with this RFP, since we'll just be providing parts and repair services. Is that a correct impression?

*The City gets most of the parts we need for Fleet thru the on-site NAPA Team that owns the inventory. This RFP removed many of those items. The City is needing parts/time/labor, etc. for vehicle servicing, repair.*

5. We are unable to provide copies of our insurance policy, but we can provide a certificate of insurance and endorsements. Will that suffice?

Yes

**Please ensure that you sign and submit this addendum by the solicitation due date.**

The balance of the specifications and bid solicitation instructions to remain the same. Bidders/Proposal Offerors are to acknowledge receipt and acceptance of this addendum by returning of signed addendum with bid/proposal response. Failure to sign and return an addendum prior to bid/proposal opening time and date may make the bid/proposal response non-responsive to that portion of the solicitation as materially affected by the respective addendum.

BTE BODY INC  
Name of Company

JASON.HURST@BTEBODY.COM  
Email Address

PHOENIX AZ 85009  
City State Zip

JASON HURST GENERAL MANAGER  
By - Name and Title (Please Print)

602-278-9227  
Telephone

  
Authorized Signature

**Addendum to Solicitation**



City Procurement Office/City of Tempe • PO Box 5002 • 20 East 6th Street • Tempe, AZ 85280 • (480) 350-8324 • www.tempe.gov/procurement

Issue Date: | May 17, 2021

This addendum will modify and/or clarify:

Solicitation No.: | 21-139

and is

Addendum No.: | 2

Procurement Description: | Vehicle Equipment Parts & Repair Services

The City's formal response to vendor questions:

The Proposal Due Date and Time is hereby changed to **June 3, 2021, 3:00 P.M.** (Local Arizona Time).

*Please ensure that you sign and submit this addendum by the solicitation due date.*

The balance of the specifications and bid solicitation instructions to remain the same. Bidders/Proposal Offerors are to acknowledge receipt and acceptance of this addendum by returning of signed addendum with bid/proposal response. Failure to sign and return an addendum prior to bid/proposal opening time and date may make the bid/proposal response non-responsive to that portion of the solicitation as materially affected by the respective addendum.

BTE BODY INC  
Name of Company  
JASON.HURST@BTEBODY.COM  
Email Address  
PHOENIX AZ 85009  
City State Zip

Jason Hurst - General Manager  
By - Name and Title (Please Print)  
602-278-9727  
Telephone  
[Signature]  
Authorized Signature

## Supplier Sustainability Questionnaire

The City of Tempe is strongly committed to sustainable practices and programs that help build a vibrant and resilient community. The City accomplishes this through a variety of innovative programs, including water and energy conservation, recycling, composting, alternative transportation, sustainable business practices and environmental stewardship. Tempe recently established its 2019 Climate Action Plan (CAP) that provides a guideline for how the City will take local action on global climate change by reducing its greenhouse gas (GHG) emissions and adapting to the changing climate. The Climate Action Plan serves as a guideline for the City's path toward a sustainable and resilient future that will benefit the entire City. The City has strengthened its commitment to sustainability by adopting a new carbon neutrality goal by 2050 and a strategy of sourcing 100 percent of its electricity from renewable sources by 2035. To learn more about the City's commitment to sustainability, please visit <https://www.tempe.gov/government/sustainable-tempe>.

To further this commitment, the City has developed a Sustainable Procurement Policy that provides specific guidelines for how these important sustainable practices and programs will be reflected in contract award decisions. By partnering with companies who share these sustainability goals, the City will be able to significantly enhance sustainable outcomes.

To support these efforts, the following Supplier Sustainability Questionnaire has been developed that will allow the City to better understand your company's efforts and commitments regarding sustainable practices and initiatives. This questionnaire has two sections – a section to understand what your company is doing regarding sustainable actions and a section to understand the specific sustainable attributes of the product or service that you are offering.

Item	Question	Response
<b>Corporate Sustainable Actions</b>		
1.	What sustainability guidelines or environmental statement does your company have to guide the company as a whole? Please include a link.	
2.	What is your company doing to be more energy efficient?	UPGRADED LIGHTING
3.	What is your company doing to reduce greenhouse gas emissions?	CNG VEHICLES
4.	What is your company doing to reduce waste transferred to landfills?	RECYCLE
5.	What is your company doing to reduce water waste?	AUTOMATIC SENSORS ON FIXTURES
6.	What kind of effort does your company make to reduce the use of environmentally harmful materials (such as cleaning products, etc.)?	PURCHASE BIODEGRADABLE CLEANERS
7.	Does your company take any actions to manage the sustainability of your supply chain? If yes, please explain.	NO
8.	Has your company received any environmental or sustainability related independent certifications or recognitions? If yes, please explain.	NO

## Supplier Sustainability Questionnaire

Item	Question	Response
<b>Product Sustainable Attributes</b>		
1.	Has your company performed an environmental life cycle analysis on the product being offered the City? If yes, please provide documentation	NO
2.	Can the product being offered be refurbished, recycled, or composted at the end of its life? If yes, please elaborate	NO
3.	Does the product being offered include any recycled materials? If yes, please explain.	NO
4.	What measures have been taken to reduce unnecessary packaging materials associated with the product being offered?	OFFER MOST PARTS UNPACKAGED
5.	What kind of reusable, recyclable, and/or compostable packaging materials does your company use?	CARDBOARD, PACKING PAPER
6.	Has the product being offered been rated or certified by a third-party organization such as Energy Star, Green Seal, Leadership in Energy and Environmental Design (LEED), Forest Stewardship Council, etc.? If yes, please provide certification documentation.	NO
7.	Please provide any additional information you would like to share regarding your product's sustainable attributes.	

Please find some helpful links below that will provide additional information, tools and resources regarding sustainable practices:

**Greenhouse Gas Calculators:**

<https://www.epa.gov/energy/greenhouse-gases-equivalencies-calculator-calculations-and-references>

**Sustainable Packaging:**

<https://www.epa.gov/smm/sustainable-packaging>

<https://www.epa.gov/facts-and-figures-about-materials-waste-and-recycling/containers-and-packaging-product-specific-data>

**Cleaning Products:**

<https://www.epa.gov/saferchoice>

**Tool to Measure and Track your Waste and Recycling:**

<http://www.epa.gov/smm/wastewise/measure-progress.htm>

**Water Conservation:**

<http://water.epa.gov/polwaste/nps/chap3.cfm>

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
BTE BODY COMPANY, INC.**

**EXHIBIT C**

**METHOD AND AMOUNT OF COMPENSATION**

Contractor will be paid within 30 days of submission of its invoices to City at the rates attached hereto.

**NOT TO EXCEED AMOUNT**

The total amount of compensation paid to Contractor for full completion of all work required by the Project must not exceed \$300,000 for the entire term of the Agreement.

**DETAILED PROJECT COMPENSATION**

To provide repair services to heavy duty trucks and equipment on an as-needed basis.

## Pricing Section

**“Return this Section with your Response”**

Pricing must be inclusive of all costs including delivery to the designated City of Tempe facility for parts orders.

The City will not pay fuel surcharges or any other costs. All requested pricing elements will be evaluated:

- Parts, both a discount from manufacturers catalog pricing (if net pricing, indicate “net” in % column), and your pricing for market basket lists.
- Labor, provide a breakdown of cost per hour based on your operation – labor must be billable in ¼ hour increments.

### Group 1 – Hydraulic Hoses and Fittings (T&M)

In addition to the purchase of hose and fittings, the City may have a need for pre-assembled hoses to City provided specifications. For these situations, the awarded firm will use contract rates for labor and parts discounts to determine cost for requested assembly.

Group 1 – Hydraulic Hoses and Fittings		
1	Labor Rates by position (billable in ¼ hour increments)	Rate per Hour
		\$ No Bid
		\$
		\$
		\$
2	Parts – Manufacturer Offered	% Discount from Manufacturer Catalog Pricing
		No Bid %
		%
		%
		%
		%
3	Market Basket Pricing	Cost per foot or each
	Hydraulic Hose ½" (min 4000PSI rating)	\$ No Bid
	Hydraulic Hose ¾" (min 3500PSI rating)	\$
	Hydraulic Hose 1" (min 3000PSI rating)	\$
	Male 37° JIC and flat face rigid straight connector ½" (crimpable)	\$
	Male 37° JIC and flat face rigid straight connector ¾" (crimpable)	\$
	Male 37° JIC and flat face rigid straight connector 1" (crimpable)	\$
	Female 37° JIC and flat face swivel straight connector ½" (crimpable)	\$
	Female 37° JIC and flat face swivel straight connector ¾" (crimpable)	\$
	Female 37° JIC and flat face swivel straight connector 1" (crimpable)	\$
	Female 37° JIC and flat face swivel 90° elbow ½" (crimpable)	\$
	Female 37° JIC and flat face swivel 90° elbow ¾" (crimpable)	\$
	Female 37° JIC and flat face swivel 90° elbow 1" (crimpable)	\$
	Female 37° JIC and flat face swivel 45° elbow ½" (crimpable)	\$
	Female 37° JIC and flat face swivel 45° elbow ¾" (crimpable)	\$
	Female 37° JIC and flat face swivel 45° elbow 1" (crimpable)	\$
	Hose end male pipe swivel ½" (crimpable)	\$
	Hose end male pipe swivel ¾" (crimpable)	\$
	Hose end male pipe swivel 1" (crimpable)	\$

## Pricing Section

**“Return this Section with your Response”**

### Group 2 – Tire Road Service

The City has the occasional need for tire related services on weekends and holiday on heavy duty vehicles.

Service call fee is to include:

- First hour of labor
- 30 miles of mileage (one way charge only)
- All required equipment
- All required repair parts

The City's preferred method is to repair existing tire. If tire is beyond repair a new tire is to be placed on vehicle.

The City is requesting each responding firm to provide a description of the billable start and end time for labor e.g., Technician left the facility as a start time, Technician returned to facility as an end time.

The City uses the following preferred tire brands for section 2: **Firestone, Goodyear, Continental, and Michelin**

Please identify any additional fees that are not covered by the labor rate or the cost of the tire.

Group 2 – Tire Road Service		
1	Labor Rate (billable in 1/2 hour increments after first hour)	Rate per Hour
		\$ NO BID
2	Tires Mostly Used on Service Calls	Cost
	315/80R22.5	\$
	Brand Offered	
	11R22.5	\$
	Brand Offered	
	Super Single 445/50R22.5	\$
	Brand Offered	
	425/65R22.5	\$
	Brand Offered	
3	Additional fees not covered by time and material	
		\$ NO BID
		\$
		\$
		\$
		\$
		\$
		\$
		\$

## Pricing Section

**"Return this Section with your Response"**

### Group 3 – Vehicle and Equipment Service Contracts (T&M) and Parts

These contracts are expected to be utilized for needed vehicle repairs when the City does not have staffing available, required equipment or lack the necessary expertise. The contract would be used for all types and classes of vehicles.

Contracts would be time and materials (T&M) so provide both labor rates and offered parts discounts. Additionally, these contracts will be utilized to purchase parts only.

If the service you are offering is a fixed fee for service, eg., front end alignment, list the service under the appropriate section.

The City has a need for repairs for the manufacturers as shown in the table below – indicate which of these manufacturers you provide services and parts by placing a 'yes' in the column. Pricing will be as indicated in the pricing table for this section of the solicitation.

Group 3 – Vehicle/Equipment Manufacturers		
Vehicle	Will provide SERVICE	Will provide PARTS
Chevrolet/GMC	NO	NO
Ford	NO	NO
Autocar	NO	NO
Honda Motorcycle and ATV	NO	NO
Freightliner	NO	NO
Toyota	NO	NO
International	NO	NO
Isuzu	NO	NO
Nissan	NO	NO
Peterbilt	NO	NO
Dodge	NO	NO
BMW Motorcycles	NO	NO
Kenworth	NO	NO
Equipment	Will provide SERVICE	Will provide PARTS
Tymco Sweepers	NO	NO
Nescon Sweepers	NO	NO
Schwarze Sweepers	NO	NO
Python Sweepers	NO	NO
Toro	NO	NO
John Deere	NO	NO
Honda Generators	NO	NO
Trailers	NO	NO
Bobcat	NO	NO
Caterpillar	NO	NO
Jacobson	NO	NO
Ingersoll Rand	NO	NO
Kubota	NO	NO
Smithco	NO	NO
Electric Carts	NO	NO
Cummins Engines	NO	NO
Allison Transmissions	NO	NO
	NO	NO
	NO	NO
Refuse Vehicle Bodies	Will provide	Will provide

## Pricing Section

**"Return this Section with your Response"**

	SERVICE	PARTS
Heil	YES	
New Way	YES	
Scorpion	YES	YES
McNeilus	YES	
Galbreath	YES	
Spartan	YES	

Group 3 - Vehicle and Equipment Service Contracts (T&M)		
1	Labor Rates by position (billable in 1/2 hour increments)	Rate per Hour
		\$ 100
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
2	Fixed Cost Services Offered	Cost
	CNG INSPECTION	\$ 100
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
3	Vehicle Pick-up and Deliveries	Cost
	Pick up vehicle at Tempe location and take to vendor shop for needed repairs	\$ 150
	Deliver vehicle to Tempe location post repair	\$ 150
4	Parts - Manufacturer Offered	% Discount from Manufacturer Catalog Pricing
	BTE SCORPION	5 %
		%
		%
		%
		%
		%
	Additional comments for section 1 - description of billable hours -	

## Pricing Section

**"Return this Section with your Response"**

### Group 4 – Specialized Equipment and Portable Tool Service Contracts (T&M)

These contracts are expected to be utilized for needed vehicle repairs when the City does not have staffing available, required equipment or lack the necessary expertise. The contract would be used for all types and classes of equipment including chain saws, gas powered equipment, etc.

Contracts would be time and materials (T&M) so provide both labor rates and offered parts discounts. If the service you are offering is a fixed fee for service, list the service under the appropriate section.

Group 4 – Specialized Equipment and Portable Tool Service Contracts (T&M)	
Indicate which manufacturers you will provide services for below:	
	NO BID

Group 4 – Specialized Equipment and Portable Tool Service Contracts (T&M)		
1	Labor Rates by position (Bilable in % hour increments)	Rate per Hour
		\$
		\$
		\$
		\$
		\$
2	Fixed Cost Services Offered:	Cost
		\$
		\$
		\$
		\$
		\$
3	Parts Manufacturer Offered	% Discount from Manufacturer Catalog Pricing
		%
		%
		%
		%
		%

## Pricing Section

**"Return this Section with your Response"**

**Group 5 – Other (parts or service)**

Firms may offer other categories of parts or service than requested above. Should the offer be advantageous for the City, a contract may be awarded. This category can include small motor items like weed trimmers, chain saws, etc that individual departments or building locations may have a need for service.

(Group 5 - Other (parts or service))	
Indicate which manufacturer you will provide services for below:	NO BID

(Group 5 - Other (parts or service))		
1	Labor Rates by position (billable in 1/4 hour increments)	Rate per Hour
		\$
		\$
		\$
		\$
		\$
		\$
2	Fixed Cost Services Offered	Cost
		\$
		\$
		\$
		\$
		\$
3	Parts -- Manufacturer Offered	% Discount from Manufacturer Catalog Pricing
		%
		%
		%
		%
		%

\* Applicable Tax \_\_\_\_ %

\* State correct jurisdiction to receive sales tax on the Vendor's Offer, included in this Request for Proposal.

Less prompt payments discount terms of \_\_\_ % \_\_\_ days/ or net thirty (30) days. (To apply after receipt and acceptance of an itemized monthly statement.) For evaluation purposes, the City cannot utilize pricing discounts based upon payments being made in less than thirty (30) days from receipt of statement.

## Pricing Section

**"Return this Section with your Response"**

### Ordering and Invoice Instructions

Invoices shall be issued directly to the ordering department. Invoices shall be accurate and complete including the information shown below. Failure to provide a properly documented invoice may cause a delay in receipt of payment. The City will not process an invoice for payment until it has been approved by the ordering department and forwarded to Accounts Payable. The City endeavors to process invoices within 30 days after receipt of an accurate and complete document.

Invoices shall include:

1. Line item listing of all ordered items to include description of items;
2. Unit cost and extended cost for each line item;
3. Applicable Tax;
4. Payment Terms;
5. Purchase Order Number;
6. Name of selling organization clearly stated on invoice along with address;
7. Phone number and or e-mail address for contact person to clarify invoicing questions;

Invoices that do not follow the above minimum invoicing requirements will not be paid. Payment must be applied to only invoices referenced on check/payment stub. The City reserves the right to process payments via check or P-Card.

Accounting Contacts:

Yesenia Loreda-Flores  
Carlene Foster  
Scott Gruber

Letters A – H and Numbers  
Letters I – Z  
General AP Inquiries and AP Checks