

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
RITZ SAFETY, LLC**

This Linking Agreement (“Agreement”) is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2023, between the City of Glendale, an Arizona municipal corporation (“City”), and Ritz Safety, LLC, an Ohio limited liability company, authorized to do business in Arizona (“Contractor”), collectively, the “Parties.”

**RECITALS**

- A. On November 4, 2022 under 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 Safety Supplies and Equipment Contract No. T23-007-01 (“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 November 4, 2022, until the date the contract expires on November 3, 2024 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 November 3, 2027. The initial period of this Agreement, therefore, is the period from the Effective Date of this Agreement until November 3, 2024. The City may renew the term of this Agreement for (3) three, one-year terms until the Cooperative Purchasing Agreement expires on November 3, 2027. 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 One hundred and fifty thousand dollars (\$150,000) 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. Uyghur Forced Labor Prevention Act (UFLPA). Contractor certifies that it does not currently, and during the term of this Agreement, will not use:
  - a. the forced labor of ethnic Uyghurs in the People’s Republic of China;
  - b. any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China; and

- c. any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

- 10. 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.
- 11. 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 Julie Ossege  
7070 W. Northern Ave.  
Glendale, AZ 85303

And

Ritz Safety, LLC  
c/o Eric Lara  
3010 S. 52<sup>nd</sup> St.  
Tempe, AZ 85282

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"

Ritz Safety, LLC,  
an Ohio limited liability company

By: \_\_\_\_\_

Name: Eric Lara  
Title: District Sales & Operations Manger-Phoenix

ATTEST:

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

APPROVED AS TO FORM:

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

**LINKING AGREEMENT  
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AND  
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**EXHIBIT A  
Safety Supplies and Equipment  
(33 pages)**

**LINKING AGREEMENT  
BETWEEN  
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AND  
RITZ SAFETY, LLC**

**EXHIBIT B  
Scope of Work  
(1 page)**

**PROJECT**

Purchase of various types of gloves for inventory as needed for Personal Protective Equipment (PPE).

**LINKING AGREEMENT  
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AND  
RITZ SAFETY, LLC**

**EXHIBIT C  
(1 page)**

**METHOD AND AMOUNT OF COMPENSATION**

Contractor will be compensated for the purchase of gloves as needed per the attached City of Tempe Contract T23-007-01.

**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 \$150,000 for the entire term of the Agreement.

**DETAILED PROJECT COMPENSATION**

Detailed compensation is outlined on the attached City of Tempe Contract Award Notice.

# Contract Award Notice

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



**Contract Number:** T23-007-01  
**Description:** Safety Supplies and Equipment

**Issue Date:** 11/04/2022

100457

### Award Period

**AGS Ritz Safety**  
Attn: Jessica Phillips  
3010 S. 52<sup>nd</sup> Street  
Tempe, AZ 85282

**Beginning:** 11/04/2022  
**Ending:** 11/03/2024

Phone: 602-535-2030

Cell: 602-570-7551

Email: [Jessica.phillips@ritzsafety.com](mailto:Jessica.phillips@ritzsafety.com)

**Potential Renewals:** 3, 1-year Renewal Options

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
<b>Group E - Gloves</b>		
1.	Gloves, Cloth Brown Jersey, cotton, 9 ounces, mens, priced per dozen	\$8.31 Per Dozen
2.	Gloves, Nitrile Medical Grade, 6 mil (no less), Powder Free, Grey, Black or Blue, Sizes-Medium to XL, (Box of 100)	\$11.40 Per Box
3.	Gloves, Top Grain Pigskin Drivers – (Colored Cuff by size) Medium - 2XL, priced per dozen	\$14.74 Per Dozen
4.	Glove, Mechanics, Ergodyne Proflex Model 710, Sizes: Medium - 2XL, priced per pair - Substitutions OK	\$20.38 Per Dozen

Description	Catalog Discount (%)	Website where catalog/pricing can be viewed
<b>Group O -Catalog Discount Per Group for items not identified above</b>		
Group E: Gloves	15%	<a href="https://www.ritzsafety.com/">https://www.ritzsafety.com/</a> <a href="https://www.agssafety.com/">https://www.agssafety.com/</a>

**Lisa Goodman, NIGP-CPP, CPPO, CPPB**  
Procurement Officer

**Michael Greene**

Michael Greene (Nov 7, 2022 13:45 MST)

**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



## **INVITATION FOR BID**

### **IFB# 23-007 SAFETY SUPPLIES AND EQUIPMENT**

**IFB ISSUE DATE:**  
June 22, 2022

**DEADLINE FOR INQUIRIES/QUESTIONS:**  
July 1, 2022, AT 5:00 P.M. LOCAL ARIZONA TIME

**IFB DUE DATE AND TIME:**  
July 11, 2022, 3:00 P.M. LOCAL ARIZONA TIME

**ALL INQUIRIES MUST BE DIRECTED TO:**  
LISA GOODMAN, NIGP-CPP, CPPO, CPPB  
EMAIL: [lisa\\_goodman@tempe.gov](mailto:lisa_goodman@tempe.gov)  
PHONE: 480-350-8533

**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 shall result in rejection of a bid for non-responsiveness or cancellation of any Contract awarded.

1. **Preparation of Bid:**

- A. Bids shall be submitted to the City of Tempe ("City") on the forms provided herein, including Vendor's Offer, form no. 201-B (IFB).
- B. Forms for offer, acceptance, price and any solicitation addendums shall be signed by an authorized signer and returned with the bid to the City.
- C. Completed and signed bid forms for offer, acceptance, price and any solicitation addendums shall constitute an irrevocable offer to sell the good and/or service specified in the Invitation for Bid. Offeror shall submit all additional data, documentation, or information as requested by the City.
- D. Negligence in preparation of a bid confers no right of withdrawal. The City shall not reimburse any costs for a bid, or its submission or presentation, 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 Invitation for Bid 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 Invitation for Bid.
- 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 an Invitation for Bid 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 bids 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. "Invitation for Bid" means a competitive solicitation issued by the City for the procurement of goods, equipment, materials, software, maintenance, contracted services, professional services or concessions.

3. **Late, Unsigned and/or Incomplete Bid:** A late, unsigned and/or incomplete bid shall be considered nonresponsive and rejected.

## General Instructions

4. **Inquiries:** Questions regarding this Invitation for Bid 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 Invitation for Bid's number, page and paragraph at issue. **PLEASE NOTE: Offeror must not place the Invitation for Bid'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.
5. **Offerors Conference:** If a Offerors' conference is scheduled, Offerors are strongly encouraged to attend to seek clarification on any aspect of the document that is not clear or ask question that might pertain to the specifications or scope of work published. There are times when attendance at a Pre-Bid Conference is mandatory and those conferences shall be specially noted when applicable.
6. **Withdrawal of Bid:** At any time before the specified bid opening date and time, a Offeror may withdraw its bid by way of written correspondence from the Offeror or authorized representative.
7. **Bid Addendum(s):** Receipt and acceptance of a bid addendum shall be acknowledged by Offeror by signing and returning the document either with the bid or by separate envelope prior to bid opening date and time. Failure to sign and return an addendum prior to proposal opening time and date shall result in the bid being considered nonresponsive to that portion of the Invitation for Bid 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. **Payment:** For a single requirement purchase, the City will endeavor to remit payment within thirty (30) calendar days from receipt 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 monthly invoices.
9. **Discounts:** Payment discounts period(s) 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. City shall be entitled to receive any payment discount offered by Vendor, if payment is made within the discount period.
10. **Compliance with Bid Solicitation Requirements:** Unless stated otherwise herein, 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 in bid responses, or reject any or all bids, or portions thereof, or reissue this Invitation for Bid.
11. **Award of Contract:** A bid shall constitute a binding offer to contract with the City based on the terms, conditions and specifications contained in this Invitation for Bid. An Offeror shall become a Contractor only upon execution of a formal contract from the Procurement Office ("Contract"). Unless this Invitation for Bid includes a 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. Bids or proposed contract terms that take exception to the terms, conditions, specifications and/or other requirements stated within this Invitation for Bid shall cause the bid to be considered as nonresponsive and rejected.
12. **Taxes:** All materials, equipment and/or products shall be bid as F.O.B. City, prepaid. Unless specified herein, sales, use or federal excise tax shall not be included in bid pricing. The City is exempt from payment of federal excise tax. For bid evaluation, transaction (sales) privilege tax paid (returned) to the City of Tempe (1.8%) is considered a pass-through cost, calculated as zero (0) expense when comparing pricing among competing companies. For information on privilege (sales) tax, please contact the City's Tax and License Office at (480) 350-2955 or visit the website at [salestax@tempe.gov](mailto:salestax@tempe.gov).

# General Instructions

13. **Payment by Procurement Card:** The Procurement Office may elect to remit payment through the use of a Procurement card. Offeror may indicate on the Vendor's Offer page in this Invitation for Bid, its ability to accept Procurement card payments. The inability to accept payment by procurement card will not disqualify a bid.
14. **Bid Results:** Offerors may attend the scheduled bid opening at which time the name, pertinent information and prices for each bid will be publicly read (as determined appropriate by the bid opening Procurement Officer). Offerors will make their interest known to the Procurement Officer (prior to the scheduled opening) if they wish to be present (virtually) to witness the bid opening. After the public bid opening, bid tabulation results may be obtained in person or by sending the Procurement Office a written e-mail request or viewed on the Procurement Office Web Page ([www.tempe.gov/procurement](http://www.tempe.gov/procurement)) within two (2) days after bid opening. Bid tabulation results will not be provided over the telephone. Bid tabulation figures only indicate pricing and do not indicate other evaluation factors such as responsiveness or responsibility of Offerors as will be determined during bid evaluation. Bid files are not open for review until after a formal award has been made by the City. After award of bid, an appointment may be made with the Procurement Officer to review bid documents. Formal award recommendations with an estimated contract value over \$100,000 shall be placed on the Procurement Office web page and posted at the front counter of the Procurement Office, at the time the award recommendation is provided to the City Council. Award recommendations may also be viewed via the City Clerk's web site normally up to five (5) business 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)).
15. **Protests:** Any actual or prospective Offeror who is aggrieved in conjunction with this Invitation for Bid or award may submit a protest at the Procurement Office pursuant to City Code Sec. 26A-21. A protest based upon alleged improprieties in this Invitation for Bid that are apparent before the bid opening shall be filed prior to the bid opening. A protest concerning an award recommendation must be filed within ten (10) business days after the date of contract award. Up to five (5) days before award of a contract, the Procurement Office will post award recommendations on the City Clerk's 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 for public review. Offerors and other interested parties can also review the Procurement Office web page for posted award recommendations [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 shall be on the protester's company letterhead and signed by the protestor or its authorized representative.
16. **Request for IRS W-9 Form and Offeror Registration:** Any Offeror awarded a contract as a result of this solicitation must become a registered supplier with the City prior to commencing work. The successful firm will be required to submit a completed W-9 form within three (3) days after request. To register to receive e-mail notices of future bid and proposal opportunities, firm should complete the on-line registration process available at [www.tempe.gov/procurement](http://www.tempe.gov/procurement) by clicking on the link titled "Supplier Registration".
17. **Compliance with City Solicitation & Forms:** Any documents including, a separate contract, maintenance agreement, or training agreement, intended by the Offeror to be utilized in any resulting contract, must be submitted with bid. Any documents inconsistent with or taking exception to any of the terms, conditions, specifications and/or other requirements stated herein shall cause the bid to be considered non-responsive and rejected. No documents shall be considered unless submitted with bid for evaluation purposes and approved by the Procurement Office.
18. **Code Governance:** Unless otherwise specified herein, the provisions of the Tempe City Code, Chapter 26A shall apply and govern this Invitation for Bid.
19. **Public Record:** Bids 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 website up to five days prior to City Council meeting.
20. **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.

## General Instructions

21. **Responsiveness to Specifications:** Performance or feature requirements which are designated as mandatory or minimums are necessary 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 Offeror's proposed product(s) and/or service(s) is/are capable of performing the function.

It is recognized that more than one method may be used to accomplish the sought-after task functionality. If the Offeror has an alternate method of performing functional tasks, then such method is to be listed as an "alternate" and described in full detail within the written bid response. 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 a responsive Offeror. Should no Offeror be found totally responsive to all designated bid requirements, the City at its option, may either award the Contract to the most responsive Offeror or cancel the bid and re-bid the need under revised specifications.

22. **Questionnaire:** Offeror must complete the Questionnaire portion of this Invitation for Bid (if included herein) and provide any documentation required to support the answers given to the Questionnaire. Questionnaire items which are designated as mandatory are required in order to satisfy a required task or performance criteria. Items listed as desirable are not required in order to be responsive to the Invitation for Bid but will be evaluated against others in making a final award.

If supporting documentation is required, information must be provided in the sequence set forth in the Invitation for Bid. Offeror must ensure that all technical literature and/or narrative explanations must fully address the specifics of the question. Vague or disorganized supportive responses that do not allow sufficient information for evaluation purposes shall result in a bid response being rejected as nonresponsive.

23. **Confidential Information and Public Record:** After award of a Contract, bids 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 Invitation for Bid 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 Offeror 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 IFB 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 bid response information shall be available for public inspection.

24. **Bid Evaluation:** Award shall be made to the lowest responsible and responsive Offeror whose bid conforms in all material respects to the requirements and criteria set forth in the Invitation for Bid. The City shall be the sole judge as to the acceptability of the products and/or services offered.

Evaluation criteria includes, but is not limited to:

- A. Conformity with bid specifications, performance requirements, terms and conditions, general instructions and any other contractual clauses and/or requirements;

## General Instructions

- B. Demonstrated performance and/or rated quality of items bid as reported in trade journals, professional reports and published testing results;
  - C. Operational and/or ergonomic compatibility with existing City resources, as applicable;
  - D. Availability of competent service and prompt delivery of materials, parts and services;
  - E. Possession of current legally required licenses, certifications and/or qualifications to perform the Contract;
  - F. Cost consideration including item pricing, delivery, installation, operation and life cycle and costs, Offeror's financial capability to perform the Contract, and any other factors that would be advantageous to the City;
  - G. Record of past performance and integrity on City and/or other public agency contracts;
  - H. Production capability of equipment as determined by product samples, customer references, and/or City inspection; and
  - I. Record of payment in full for taxes due and owing.
25. **Late Responses:** The Offeror assumes responsibility for having the bid submitted on time via e-mail to the address shown on the front page of this IFB. Any Offers received after the Bid 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. **It is critical to not wait until the last minute to press the send button for your submittal.**

# 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 Invitation for Bid 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 bid 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 Invitation for Bid 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 Invitation for Bid and the vendor's bid 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 Invitation for Bid shall govern. The City's Invitation for Bid 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 Invitation for Bid 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 bid 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 Invitation for Bid. Separate invoices are required on individual contracts or purchase orders. Only invoices with items resulting from this Invitation for Bid will be accepted for review and approval by the City.
15. **Estimated Quantities:** This Invitation for Bid 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 Invitation for Bid; 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 Contract. 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 Contract.
17. **Termination for Convenience:** The City at its sole discretion may terminate this Contract for convenience with thirty (30) days advance notice to the 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 Invitation for Bid. 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 Invitation for Bid, 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 Invitation for Bid.

## Standard Terms and Conditions

29. **Preparation of Specifications by Persons Other Than City Personnel:** No person preparing specifications for this Invitation for Bid 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, bid 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 bid 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 bid 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 IFB 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 offeror 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 Invitation for Bid or in the bid 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.

## Standard Terms and Conditions

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 Invitation for Bid 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

Bids taking exception to Special Terms & Conditions and Instructions stated within this Invitation for Bid may cause the Bid to be considered nonresponsive and rejected.

1. **Procurement Document:** This Invitation for Bid is issued by the Procurement Office. No alteration of any portion of the Invitation for Bid by an Offeror is permitted and any attempt to do so shall result in Bid 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:** In order to allow for an adequate evaluation, the City requires an Offer in response to this Invitation for Bid to be valid and irrevocable for ninety (90) days after the bid opening 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. **Pricing:** Pricing accuracy and completeness are critical to the determination of an award. Offeror shall identify and price all items being proposed. Pricing shall include all costs of the Contractor providing the materials/service including transportation, insurance and warranty costs. No fuel surcharges will be accepted. The City shall not be invoiced at prices higher than those stated in the contract.
7. **Price Adjustment:**
  - A. The Procurement Office will review fully documented requests for price increases after the Contract has been in effect for six (6) 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 six (6) 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. **Brand Name Only Specifications:** When the specification calls for "Brand Name Only," the brand name called out is the only product that will be considered for award. This decision is reserved for those rare situations where there are systems or compatibility issues or life/safety issues that require the City to remain consistent with the brand of product established. In these situations, the City will not consider any other brand of product other than the brand called out.

## Special Terms & Conditions and Instructions

9. **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.
10. **Brand Name Only Specifications:** When the specification calls for “Brand Name Only,” the brand name called out is the only product that will be considered for award. This decision is reserved for those rare situations where there are systems or compatibility issues or life/safety issues that require the City to remain consistent with the brand of product established. In these situations, the City will not consider any other brand of product other than the brand called out.
11. **Descriptive Literature:** Offeror shall provide City with complete manufacturers' descriptive literature regarding the materials, equipment, or products proposed to be furnished under the Contract. Literature shall be provided in sufficient detail so as to provide the City with full and fair evaluation of the bid. Failure to include required information or insufficient information shall result in the Offer being rejected.
12. **Samples:** Samples of items, when requested, must be submitted within a reasonable period of time. Unless otherwise specified by the Procurement Office, samples will be furnished at no expense to the City. Samples must be identified as to supplier, manufacturer, part number, model number, type, grade, applicable stock number, etc. If not destroyed by testing, samples will be returned at Offeror's request and sole expense. If no instructions are received for their return, samples will be discarded thirty (30) days after contract award date.
13. **Product Discontinuance:** The City may award contracts for particular products and/or models of equipment as a result of this solicitation. In the event that a product or model is discontinued by the manufacturer, the City at its sole discretion may allow the Contractor to provide a substitute for the discontinued item. The Contractor shall request permission by the City to substitute a new product or model and provide all of the following:
  - A. A formal announcement from the manufacturer that the product or model has been discontinued;
  - B. Documentation from the manufacturer that names the replacement product or model;
  - C. Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original solicitation;
  - D. Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model; and
  - E. Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.
14. **Contractor's Risk:** Contractor agrees to bear all risk of loss, injury, or destruction of materials (equipment/products) ordered as a result of this Contract which occurs prior to delivery to the City; and such loss, injury, or destruction shall not release Contractor from any obligation hereunder.
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 Contractors 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.

## Special Terms & Conditions and Instructions

A Contract Award Notice or Purchase Order will not be issued to a 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 in force and 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.

In case 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 form 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).

## Special Terms & Conditions and Instructions

- B. 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.
  - C. Primary Coverage: Contractor's insurance shall be primary insurance to the City, and any insurance or self-insurance maintained by City shall not contribute to it.
  - D. 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 City.
  - E. Waiver: The policies, including workers' compensation, shall contain a waiver of transfer rights of recovery (subrogation) against City, its agents, representatives, directors, officers, and employees for any claims arising out of the work or services of the Contractor.
  - F. Deductible/Retention: The policies may provide coverage which contains 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 City under such policies. Contractor shall be solely responsible for deductible and/or self-insurance retention and 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.
  - G. 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.
  - H. Copies of Policies: 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, City's right to insist on strict fulfillment of Contractor's obligations under this Contract
16. **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 and all contracts is at the sole discretion of the City. The fact that the City may make multiple awards should be taken into consideration by each Offeror.
17. **Payments - After Acceptance of Delivery**: Payment in full shall be made to the Contractor within thirty (30) days after receipt and acceptance of delivery by the City, unless terms other than net thirty (30) days are offered as a discount, at the City's sole discretion.

# Specifications

The City of Tempe (City) is soliciting bids to establish a two-year contract for the supply of various safety supplies and equipment to be stocked in the City's warehouse for use by City departments.

## **Award Methodology**

The intent of the solicitation is to award each group to the lowest, responsive, and responsible bidder on a per group or a multiple group basis, however, should not vendor bid all items in a group, the City reserves the right to award the group to the vendor bidding the most items at the lowest price. Each group may be awarded to more than one vendor to ensure availability. Bidders should take special care if choosing to offer equivalent items (where permitted) to ensure that the product being bid is truly equal to the brand being offered. The City is the sole decision maker on questions of equivalency.

## **Inventory**

Contractors will be required to maintain sufficient local inventory to provide support the City's requirements. Failure to maintain sufficient inventory may result in cancellation of the contract.

## **Delivery**

Delivery shall be made to the location(s) contained herein.

City of Tempe Warehouse  
307 W Guadalupe Road  
Tempe, Arizona 85283

With limited exceptions, all items should be available for immediate delivery from Contractor's inventory within two (2) weeks or less from the date of order. Occasionally, specialty items may not be available due to manufacturer back-orders or supply chain issues. The City shall be notified of back-orders at the time of order.

Shipping and handling charges shall be based on FOB Destination terms for all items ordered under this contract. If other than ground freight is requested by the end user, the City will pay for expedited shipping charges, as applicable. Exception must be authorized by the end user prior to shipment.

## **Minimum Order Size**

There shall be no minimum order size related to the contract award. Although the City makes no commitment to order size, the majority of orders will be issued for warehouse stock.

## **Pricing**

The enclosed price sheet is comprised of frequently ordered items. All packaging, as it is sold, but be clearly marked on the price sheet. Unit price is to reflect unit of measure as shown on the price sheet. Any product that does not clearly indicate packaging and unit of measure information to allow for adequate price comparison may be deemed non-responsive.

For products not listed on the Price Sheet, price will be determined by a fixed percentage discount from list price, as shown in the Contractor's product catalog. An overall discount will be required to cover all items within the group. The Contractor will be responsible for monitoring this contract so that the lowest available prices are applied to orders. The City will conduct periodic audits to verify invoice accuracy.

The City is requesting a catalog discount for all groups of items specified on the Price Sheet. Discounts shall be fixed for the for the life of contract. Catalogs shall be submitted via a weblink where the complete catalog and pricing can be viewed within the bid response. Updates to the referenced catalogs must be provided to the City when they become available and prior to the City being charged pricing against the updated catalogs. The City shall be notified at least thirty (30) days in advance of any new catalogs.

# Specifications

## Brand Name or Equal

Bidders shall submit descriptive literature with their offer when offering equivalent items, where permitted. Due to the long list of items on the Price Sheet, it is important for the bidder to carefully organize supporting documentation to coincide with the Price Sheet item numbers. Failure to supply sufficient descriptive information to allow for full evaluation of alternate items may result in the line item being rejected.

## Brand Name Only

The City has identified certain Price Sheet items where only the brand name referenced will be considered.

## Delivery / Packaging / Invoicing

Shipping labels/packing slips shall be attached to each carton and shall contain the following information:

- PO number (if procurement card not used)
- The statement "Paid with procurement card" on shipping labels/packing slips or invoices, as applicable. Contractor will be responsible for agency costs associated with duplicate payments if payments, as a result of "Paid with procurement card" does not appear on shipping labels/packing slips or invoices.
- Quantity contained in each package
- Total number of items delivered
- Products that cannot be individually marked with a part number or other distinguishing features, must be shipped to the agency in original manufacturer's cartons, which are marked with sufficient information, i.e., quantity, size, etc., to clearly identify the contents. Packages labeled with an original manufacturer's product number, which clearly defines the goods characteristics, are acceptable.

## New Products

All products must be new and not used to any degree prior to delivery to the City.

## Discontinuation and Replacement of Products

Any products, which have been discontinued due to industry changes, must be exchanged with an acceptable product or credited to the City. During the term of the resulting contract, the City reserves the sole right to determine replacements for discontinued products.

## Damaged and Defective Items

Contractor shall replace any all damaged and defective items supplied under the contract at no cost to the City.

## Returned Goods Authorization

Any items received in error will be returned via a contractor-issued call tag. Call tags must be processed within fifteen (15) calendar days from notification.

## Usage Report

Contractor shall furnish the City with an annual report showing the dollar amount ordered from this contract, broken down by item, category and ordering department. Additional reports may be required. In addition, any manufacturer incentives for which the City is eligible shall be clearly noted along with the expiration date of the offer. The City is responsible for requesting any incentive, within the designated item period, from the Contractor for processing. However, Contractor may process incentives automatically and notify the City of the award as an added benefit.

# Specifications

## Product Groups

The following groups represent the majority of all items required under this contract. Related safety items not specifically included may be purchased under the resulting contract(s) based on the group discount offered.

Group A	Traffic Control
Group B	Pedestrian Control
Group C	PVC Safety Boots
Group D	Safety Glasses, Goggles, and Face Shields
Group E	Gloves
Group F	Masks
Group G	Hydration
Group H	Water Coolers
Group I	Coveralls
Group J	Padlocks
Group K	Safety Hats
Group L	Ear Protection
Group M	Rain Jackets and Safety Vests
Group N	Miscellaneous Safety Items

## Contractor Representative / Consultant

Vendor shall assign a representative/consultant who will be available to meet with the City representatives to assist with product review, sizing, testing, training, etc. Contractor's representative/consultant should be capable of providing training, demonstrations, troubleshooting, and support materials (posters, videos, etc.) on proper use of products.

## Payment Method

The City may use a MasterCard for order payment. Contractors who accept credit cards should anticipate that some or all orders issued by an agency may be paid by using the MasterCard.

## Pricing Format – Required

The City has included the Price Sheet as a downloadable Excel document. Firms will use this Excel document to input pricing and submit the completed spreadsheet with their bid response. Failure to include this Excel pricing document with the bid response may result in the rejection of the offer. Please do not add any new rows or columns to the spreadsheet. The City has imbedded formulas to aid in the extensions of line items and subtotals.

# Bid Questionnaire

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

1. Identify the Customer Representative/Consultant that will support this contract.

Name:	
Phone:	
Cell:	
Email:	

2. State the location(s) and approximate square footage of the warehousing facilities that will be used to supply products through this contract.

3. List three (3) customer references for which your firm has provided safety-related products (government and/or large businesses are preferred).

Reference One:	
Name of Firm:	
Contact Name:	
Phone:	
Email:	

Reference Two:	
Name of Firm:	
Contact Name:	
Phone:	
Email:	

Reference Three:	
Name of Firm:	
Contact Name:	
Phone:	
Email:	

4. If selected, will your firm allow other S.A.V.E government agencies to utilize this contract?
5. Describe any training or instructional programs that will be provided by your firm.
6. Will you firm accept a City procurement card (MasterCard) as form of payment? Are there any fees to the City to use a credit card?
7. Describe product warranties/guarantees for the products you propose to supply.
8. Describe the delivery commitment in calendar days for each of the groups below:

Group	Delivery Commitment in Calendar Days
Group A – Traffic Control	
Group B – Pedestrian Control	
Group C – PVC Safety Boots	
Group D – Safety Glasses, Goggles, and Face Shields	
Group E – Gloves	
Group F – Masks	
Group G – Hydration	
Group H – Water Coolers	
Group I – Coveralls	
Group J – Padlocks	
Group K – Safety Hats	

# Bid Questionnaire

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

Group	Delivery Commitment in Calendar Days
Group L – Ear Protection	
Group M – Rain Jackets and Safety Vests	
Group N – Miscellaneous Safety Items	

9. Describe any additional value-added services your company will offer, if awarded.

# Pricing Section

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

Click on the icon below to access the Excel Price Sheet.



23-007 Price  
Sheet.xlsx

Submit the completed Price Sheet with the bid response.

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

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

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.

### 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:

Carey Alf  
Carlene Foster  
Yesenia Loreda-Flores

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 BID 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

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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 ( <i>such as cleaning products, etc.</i> )?	
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 bid response.

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 bid 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. <b><u>It is critical to not wait until the last minute to press the send button for your submittal.</u></b>	
3.	Bid 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	

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