

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND**

RUSH TRUCK CENTERS OF ARIZONA, INC., DBA RUSH TRUCK CENTER, PHOENIX

This Linking Agreement (“Agreement”) is entered into as of this _____ day of _____, 2024, between the City of Glendale, an Arizona municipal corporation (“City”), and Rush Truck Centers of Arizona, Inc., dba Rush Truck Center, Phoenix, a Delaware corporation, authorized to do business in Arizona (“Contractor”), collectively, the “Parties.”

RECITALS

- A. On July 1, 2023, the City of Phoenix, a member of the S.A.V.E Cooperative, and Rush Truck Centers of Arizona, Inc., dba Rush Truck Center, Phoenix, entered into a contract to purchase and sell the goods and services described in Vehicle Maintenance and Repair Services, Contract No. 158286-0 (IFB 24-FSD-001) (“Cooperative Agreement”), which is attached hereto as **Exhibit A**. The Cooperative Agreement allows 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 wishes to contract with Contractor for supplies or services identical to those being provided to other units of government under the Cooperative Agreement. Contractor consents to the City’s cooperative use of the terms and conditions of the Cooperative Agreement, and agrees to provide the supplies and services set forth in the Statement of Work appended hereto as **Exhibit B**.

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.

- A. As provided in the Cooperative Agreement, purchases can be made by governmental entities from the date of award, which was July 1, 2023, until the date the contract terminates on July 1, 2028, unless the term is extended by mutual agreement of the parties to the Cooperative Agreement. The Cooperative Agreement, however, may not be extended beyond July 1, 2028. The initial period of this Agreement is the period from the Effective Date of this Agreement until July 1, 2026.
- B. The City may extend the term of this Agreement for two (2) one-year periods if the Cooperative Agreement is likewise extended and the City gives the Contractor notice that it

is exercising its option to extend this Agreement 30 days prior to the anniversary of the Effective Date. Glendale extensions are not automatic and shall only occur if the City affirmatively exercises its right to extend this Agreement.

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 five hundred thousand dollars (\$500,000) for the entire term of the Agreement (initial term plus any extensions).
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 Sandy Ressler - Fleet Management
 6210 W. Myrtle Avenue, #111
 Glendale, AZ 85301

and

Rush Truck Centers of Arizona, Inc., dba Rush Truck Center, Phoenix
 c/o Aaron Reed Candler
 9600 W. Roosevelt St.
 Tolleson, AZ 85353

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

"City"

"Contractor"

City of Glendale, an Arizona
 municipal corporation

Rush Truck Centers of Arizona, Inc.,
 dba Rush Truck Center, Phoenix, a
 Delaware corporation

By: _____
 Kevin R. Phelps
 City Manager

By: 
 Name: Aaron Reed Candler
 Title: Service Manager

ATTEST:

 Julie K. Bower (SEAL)
 City Clerk

APPROVED AS TO FORM:

 Michael D. Bailey
 City Attorney

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
RUSH TRUCK CENTERS OF ARIZONA, INC., DBA RUSH TRUCK CENTER, PHOENIX**

**EXHIBIT A
CITY OF PHOENIX
CONTRACT NO. 158286-0 (IFB 24-FSD-001)
VEHICLE MAINTENANCE AND REPAIR SERVICES**

ACCEPTANCE OF OFFER

The Offer is hereby accepted.

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

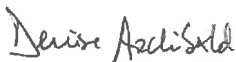
This contract shall henceforth be referred to as Contract No. 158286--0. The Contractor has been cautioned not to commence any billable work or provide any material or service under this contract until Contractor receives purchase order, or contract documentation.

CITY OF PHOENIX
A Municipal Corporation
Jeffrey Barton, City Manager


Joseph Giudice (May 22, 2023 14:05 PDT)

Director or delegate: Joe Giudice
Title: Director
Department: Public Works Department

Attest:



City Clerk

22nd May
this _____ day of _____ 2023



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



OFFER

(please complete, sign, and return with the submittal)

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

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

07-599669-K
N/A
99004306
F-0887513-4

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

Enter City's Registration System ID Number Located at City's eProcurement website (see SECTION 2 - INSTRUCTIONS - CITY'S REGISTRATION)	<u>3025231</u>
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Offeror has read, understands, and will fully and faithfully comply with this solicitation, its attachments and any referenced documents. Offeror certifies that the prices offered were independently developed without consultation with any other Offeror or potential Offerors.

[Signature]
Authorized Signature

2/12/23
Date

Chris Ryan BGM
Print Name and Title
(President, Manager, Member)

Rush Truck Centers of Arizona
Offeror Legal Name and Company Type
(LLC, Inc., Sole Proprietor)

Name of Company:
Address:
Authorized Signature:
Print Name and Title:

Rush Truck Centers of Arizona, Inc. DBA Rush Truck Center, Phoenix
4600 W Roosevelt St Tolleson, AZ 85353

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
RUSH TRUCK CENTERS OF ARIZONA, INC., DBA RUSH TRUCK CENTER, PHOENIX**

**EXHIBIT B
Scope of Work**

Maintenance and repair services to heavy-duty vehicles and equipment, on an as-needed basis.



City of Phoenix

158202--0

**INVITATION FOR BID
24-FSD-001
VEHICLE MAINTENANCE AND REPAIR SERVICES**

**City of Phoenix
Public Works
200 W. Washington St.
7th Floor
Phoenix, AZ
85003**

**RELEASE DATE: January 19, 2023
DEADLINE FOR QUESTIONS: January 31, 2023
RESPONSE DEADLINE: February 15, 2023, 11:00 am**

City of Phoenix
INVITATION FOR BID
24-FSD-001
Vehicle Maintenance and Repair Services

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Attachments:

Attachments:

Submittal Forms – This is separately attached at: <https://solicitations.phoenix.gov/>

A - Submittals - Offer Page

B - Submittals - Conflict of Interest and Transparency

C - Submittals - Costs and Payments

D - Submittals - Warranty

E - Submittals - Place of Business

F - Submittals – References

G – Submittals – Emergency 24-Hour Service Contact

H – Submittals – Acceptance Form

Bid Price Schedule – This is separately attached at: <https://solicitations.phoenix.gov/>

1. INTRODUCTION

1.1. Summary

The City of Phoenix, Public Works Department, Fleet Service Division (FSD) is responsible for maintaining a fleet of approximately 7,800 vehicles, including light duty, medium duty, and heavy-duty, including refuse collections trucks to various fire apparatus, as well as electric, hybrid and/or other types of vehicles and equipment. FSD's mission is to provide our customers with safe, efficient, reliable, and sustainable fleet equipment that supports their mission in serving the City of Phoenix residents. The intent of this contract is to award multiple contractors under each group to meet the needs of the City. The contractor(s) will perform full-service repairs to major manufacturers' products within the City fleet profile. The contractor(s) will provide all necessary labor, materials, parts, accessories, assemblies, and/or components to meet OEM (Original Equipment Manufacturer) guidelines and quality.

1.2. Contact Information

Crystal Ramirez
Contracts Specialist II *Lead
200 W. Washington St.
7th Floor
Phoenix, AZ 85003
Email: crystal.ramirez@phoenix.gov
Phone: [\(602\) 495-3606](tel:(602)495-3606)

Department:
Public Works

1.3. Timeline

Schedule of Events

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

To request a reasonable accommodation or alternative format for any public meeting, please contact the Procurement Officer (Crystal Ramirez) at (602) 495-3606/Voice or 711/TTY, or crystal.ramirez@phoenix.gov, no later than two (2) weeks prior to the meeting.

Solicitation Issue Date	January 19, 2023
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Pre-Offer Conference (Non-Mandatory)	January 26, 2023, 10:00am https://phxpublicworks.webex.com/phxpublicworks/j.php?MTID=m5e28893271ce0fea1572eb37a040f647 Join by phone +1-415-655-0001 US Toll Access code: 2487 424 5782
Written Inquiries Due Date	January 31, 2023, 2:00pm
Offer Due Date	February 15, 2023, 11:00am The public will be able to call the WebEx phone number noted below and listen to the Bid Opening meeting live: Join by phone +1-415-655-0001 US Toll Access code: 2499 294 0539

2. INSTRUCTIONS

2.1. Description – Statement of Need

The City of Phoenix invites sealed offers for vehicle maintenance and repair services for a three-year term, with two option years commencing on or about July 1, 2023, in accordance with the specifications and provisions contained herein or the “Effective Date” which is upon award by City Council, conditioned upon signature and recording by the City Clerk’s department, as required by the Phoenix City Code, whichever is later.

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

Notwithstanding the foregoing, this Agreement will terminate upon the earliest occurrence: by reaching the end of the term including any extensions exercised, or termination pursuant to the provisions of this Agreement.

2.2. City's Vendor Self-Registration and Notification

Vendors must be registered in the City’s procurePHX Self-Registration System at <https://www.phoenix.gov/procure> to respond to solicitations and access procurement information. The City may, at its sole discretion, reject any offer from an Offeror who has not registered.

2.3. Preparation of Offer

All forms provided in Submittal Section must be completed and submitted with the Offer. The signed and completed Conflict of Interest and Transparency form must be included or your Offer may be deemed non-responsive.

It is permissible to copy Submittal forms if necessary. Erasures, interlineations, or other modifications of the Offer must be initialed in original ink by the authorized person signing the Offer. No offer will be altered, amended or withdrawn after the specified offer due date and time. The City is not responsible for Offeror’s errors or omissions.

All time periods stated as a number of days will be calendar days.

It is the responsibility of all Offerors to examine the entire solicitation and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting an offer. Negligence in preparing an offer confers no right of withdrawal after due date and time. Offerors are strongly encouraged to:

- A. Consider applicable laws and/or economic conditions that may affect cost, progress, performance, or furnishing of the products or services.
- B. Study and carefully correlate Offeror’s knowledge and observations with the solicitation and other related data.
- C. Promptly notify the City of all conflicts, errors, ambiguities, or discrepancies that Offeror has discovered in or between the solicitation and other related documents.

- D. The City does not reimburse the cost of developing, presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Offeror is responsible for all costs incurred in responding to this solicitation. All materials and documents submitted in response to this solicitation become the property of the City and will not be returned.
- E. Offerors are reminded that the specifications stated in the solicitation are the minimum level required and that offers submitted must be for products or services that meet or exceed the minimum level of all features specifically listed in this solicitation. Offers offering less than any minimum specifications or criteria specified are not responsive and should not be submitted.
- F. Offer responses submitted for products considered by the seller to be acceptable alternates to the brand names or manufacturer's catalog references specified herein must be submitted with technical literature and/or detailed product brochures for the City's use to evaluate the products offered. Offers submitted without this product information may be considered as non-responsive and rejected. The City will be the sole judge as to the acceptability of alternate products offered.
- G. Prices will be submitted on a per unit basis by line item, when applicable. In the event of a disparity between the unit price and extended price, the unit price will prevail unless obviously in error.

2.4. Fixed Offer Price Period

All offers shall be firm and fixed for a period of 180 calendar days from the solicitation opening date.

2.5. Delivery

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

2.6. Obtaining a Copy of the Solicitation and Addenda

Interested Offerors may download the complete solicitation and addenda from <https://solicitations.phoenix.gov/>. Any interested Offerors without internet access may obtain this solicitation by calling the Procurement Officer or picking up a copy during regular business hours at the City of Phoenix, Finance Department, Central Procurement Division, 251 W Washington Street, Phoenix, AZ. It is the Offeror's responsibility to check the website, read the entire solicitation, and verify all required information is submitted with their Offer.

2.7. Exceptions

Offeror must not take any exceptions to any terms, conditions or material requirements of this solicitation. Offers submitted with exceptions may be deemed non-responsive and disqualified from further consideration in the City's sole discretion. Offerors must conform to all the

requirements specified in the solicitation. The City encourages Offerors to send inquiries to the Procurement Officer rather than including exceptions in their Offer.

2.8. Inquiries

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

No informal contact initiated by Offerors on the proposed service will be allowed with members of City's staff from date of distribution of this solicitation until after city council awards the contract. All questions concerning or issues related to this solicitation must be presented in writing.

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

2.9. Addenda

The City of Phoenix will not be responsible for any oral instructions made by any employees or officers of the City of Phoenix regarding this solicitation. Any changes will be in the form of an addendum. The Offeror must acknowledge receipt of any/all addenda by signing and returning the document with the Offer submittal.

2.10. Business in Arizona

The City will not enter contracts with Offerors (or any company(ies)) not granted authority to transact business, or not in good standing, in the state of Arizona by the Arizona Corporation Commission, unless the Offeror asserts a statutory exception prior to entering a contract with the City.

2.11. Licenses

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

2.12. Certifications

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

- The submission of the Offer did not involve collusion or other anti-competitive practices.
- The Offeror must not discriminate against any employee, or applicant for employment in violation of Federal or State Law.
- The Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Offer.

2.13. Submission of Offer

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

The City of Phoenix Public Works Department is accepting electronic Offers for this solicitation, in addition to other methods of submitting sealed Offer packages (hardcopy). Offerors are responsible for submitting the Offer (electronic or hardcopy) before the due date and time of the solicitation deadline.

The Offeror is responsible for managing potential delays due to delays caused by the Carrier or technical difficulties.

For Electronic Submittal: Please submit your response via email to pwd.solicitions@phoenix.gov. The date and time on the email will provide proof of submission and verification if the Offer was received on or prior to the due date and time specified. **Please identify the solicitation number and title in the subject line of the email when submitting the Offer.**

The City email file size is limited to 150mb. To send larger files electronically, the upload and receipt time may take longer than expected. It is the responsibility of the Offeror to ensure that the Offer met the due date and time.

Please DO NOT submit links to Google Docs, Dropbox Paper, or similar services. Your offer may be deemed non-responsive if your offer is supplied utilizing these services.

For In-Person and Carrier Delivery: Offers will be received at City of Phoenix City Hall located at 200 W. Washington St, 1st floor, Atrium, Phoenix, AZ 85003. The Atrium is just beyond the security checkpoint. The drop-off box is a grey bin marked Public Works Department. Delivery must be made during normal business hours (8:00 am – 5:00 pm, local Phoenix time, Monday – Friday) before the solicitation due date and time. Offers must be clearly marked on the outside of the package as designated in the solicitation.

Delivery of Offers: If the Offeror submits the Offer in a hardcopy format, then the Offer must be submitted in a sealed package/envelope marked with the following information:

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

2.14. Withdrawal of Offer

At any time prior to the solicitation due date and time, an Offeror (or designated representative) may withdraw the Offer by submitting a request in writing and signed by a duly authorized representative. If Offeror withdraws the Offer electronically by email to the Procurement Officer, the request to withdraw must be in the form of a letter attached to the email that includes either

an image of the duly authorized representative's signature or an electronic signature from a verifiable source, such as Adobe Sign, DocuSign or a similar verifiable software program.

2.15. Offer Results

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

The City will post a preliminary offer tabulation on the City's website, <https://solicitations.phoenix.gov/Awards> within five calendar days of the offer opening. The City will post the information on the preliminary tabulation as it was read during the offer opening. The City makes no guarantee as to the accuracy of any information on the preliminary tabulation. Once the City has evaluated the offers, the City will post an award recommendation on the website. By signing and submitting its Offer, each Offeror agrees that this posting of the award recommendation to the City's website effectively serves as the Offeror's receipt of that notice of award recommendation. The City has no obligation to provide any further notification to unsuccessful Offerors.

2.16. Pre-Award Qualifications

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

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

2.17. Award of Contract

Unless otherwise indicated, award(s) will be made to the most responsive, responsible Offeror(s) who are regularly established in the service, or providing the goods, contained in this solicitation and who have demonstrated the ability to perform in an acceptable manner.

A. Factors that may be considered by the City include:

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

- B. Notwithstanding any other provision of this solicitation, the City reserves the right to: (1) waive any immaterial defect or informality; or (2) reject any or all offers or portions thereof; or (3) reissue a solicitation.
- C. A response to a solicitation is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's solicitation. Offers do not become contracts until they are executed by the Chief Procurement Officer or Department Director. A contract has its inception in the award, eliminating a formal signing of a separate contract. For that reason, all of the terms, conditions and specifications of the procurement contract are contained in the solicitation, and in any addendum or contract amendment.

2.18. Solicitation Transparency Policy

Commencing on the date and time a solicitation is published, potential or actual Offerors or respondents (including their representatives) shall only discuss matters associated with the solicitation with the Mayor, any members of City Council, the City Manager, any Deputy City Manager, or any department director directly associated with the solicitation (including in each case their assigned staff, except for the designated Procurement Officer) at a public meeting, posted under Arizona Statutes, until the resulting contract(s) are awarded to all offers or responses are rejected and the solicitation is cancelled without any announcement by the Procurement Officer of the City's intent to reissue the same or similar solicitation.

As long as the solicitation is not discussed, Offerors may continue to conduct business with the City and discuss business that is unrelated to the solicitation with the City staff. Offerors may not discuss the solicitation with any City employees or evaluation panel members.

Offerors may discuss their proposal or the solicitation with the Mayor or one or more members of the Phoenix City Council, provided such meetings are scheduled through the Procurement Officer, and are posted as open meetings with the City Clerk at least 24 hours prior to the scheduled meetings. The City Clerk will be responsible for posting the meetings. The posted notice shall identify the participants and the subject matter, as well as invite the public to participate.

With respect to the selection of the successful Offerors, the City Manager and/or City Manager's Office will continue the past practice of exerting no undue influence on the process. In all solicitations of bids and proposals, any direction on the selection from the City Manager and/or City Manager's Office and Department Head (or representative) to the proposal review panel or selecting authority must be provided in writing to all prospective Offerors.

This policy is intended to create a level playing field for all Offerors, assure that contracts are awarded in public, and protect the integrity of the selection process. **OFFERORS THAT VIOLATE THIS POLICY SHALL BE DISQUALIFIED.** After official Notice is received by the City for disqualification, the Offeror may follow the Protest process, unless the Solicitation is cancelled without notice of intent to re-issue.

"To discuss" means any contact by the Offeror, regardless of whether the City responds to the contact. Offerors that violate this policy will be disqualified until the resulting contract(s) are awarded, or all offers or responses are rejected and the solicitation is cancelled without any

announcement by the Procurement Officer of the City's intent to reissue the same or a similar solicitation. The City interprets the policy as continuing through a cancellation of a solicitation until Council award of the contract, as long as the City cancels with a statement that the City will rebid the solicitation.

2.19. Protest Process

Offeror may protest the contents of a solicitation no later than seven days before the solicitation deadline when the protest is based on an apparent alleged mistake, impropriety or defect in the solicitation. Protests filed regarding the solicitation may be addressed by an amendment to the solicitation or denied by the City. If denied, the opening and award will proceed unless the City determines that it is in the City's best interests to set new deadlines, amend the solicitation, cancel or re-bid.

Therefore, unless otherwise notified by a formal amendment, the Protester must adhere to all solicitation dates and deadlines, including timely filing of an offer, regardless of filing a protest.

Offeror may protest an adverse determination issued by the City regarding responsibility and responsiveness, within seven days of the date the Offeror was notified of the adverse determination.

Offeror may protest an award recommendation if the Offeror can establish that it had a substantial chance of being awarded the contract and will be harmed by the recommended award. The City will post recommendations on the City's website to award the contract(s) to an Offeror(s). Offeror must submit award protests within seven days after the posting of the award recommendation, with exceptions only for good cause shown, within the City's full and final discretion.

All protests will be in writing, filed with the Procurement Officer identified in the solicitation and include the following:

- Identification of the solicitation number;
- The name, address and telephone number of the protester;
- A detailed statement describing the legal and factual grounds for the protest, including copies of relevant documents;
- The form of relief requested; and
- The signature of the protester or its authorized representative.

The Procurement Officer will render a written decision within a reasonable period after the protest is filed. The City will not request City Council authorization to award the contract until the protest process is complete. All protests and appeals must be submitted in accordance with the City's Procurement Code, (Phoenix City Code, Ch. 43) and any protests or appeals not submitted within the time requirements will not be considered. Protests must be filed with the Procurement Officer.

2.20. Public Record

All Offers submitted in response to this solicitation will become the property of the City and become a matter of public record available for review pursuant to Arizona State law. If an Offeror believes that a specific section of its Offer response is confidential, the Offeror will isolate the pages marked confidential in a specific and clearly labeled section of its Offer response. An Offeror may request specific information contained within its Offer is treated by the Procurement Officer as confidential provided the Offeror clearly labels the information "confidential." To the extent necessary for the evaluation process, information marked as "confidential" will not be treated as confidential. Once the procurement file becomes available for public inspection, the Procurement Officer will not make any information identified by the Offerors as "confidential" available to the public unless necessary to support the evaluation process or if specifically requested in accordance with applicable public records law. When a public records request for such information is received, the Procurement Officer will notify the Offeror in writing of any request to view any portion of its Offer marked "confidential." The Offeror will have the time set forth in the notice to obtain a court order enjoining such disclosure. If the Offeror does not provide the Procurement Officer with a court order enjoining release of the information during the designated time, the Procurement Officer will make the information requested available for inspection.

2.21. Late Offers

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

2.22. Right to Disqualify

The City reserves the right to disqualify any Offeror who fails to provide information or data requested or who provides materially inaccurate or misleading information or data. The City further reserves the right to disqualify any Offeror on the basis of any real or apparent conflict of interest that is disclosed by the Offer submitted or any other data or information available to the City. This disqualification is at the sole discretion of the City. By submission of a solicitation response, the Offeror waives any right to object now or at any future time, before any agency or body including, but not limited to, the City Council of the City or any court as to the exercise by the City of such right to disqualify or as to any disqualification by reason of real or apparent conflict of interest determined by the City. The City reserves the right to replace the disqualified Offeror.

2.23. Contract Award

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

2.24. Determining Responsiveness and Responsibility

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

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

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

2.25. Equal Low Offer

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

3. SCOPE OF WORK

3.1. DEFINITION OF VEHICLES AND EQUIPMENT

- A. "Light, Medium and Heavy-Duty Vehicles/Equipment" for the purpose of this specification will be defined as Automobiles and Class 1 through Class 8 vehicles.
- B. Vehicle/Equipment types will include gasoline, diesel, CNG, electric, and other energy-efficient vehicles and equipment.

3.2. CONTRACTOR REQUIREMENTS

- A. All services performed by the Contractor under this contract will be consistent with either OEM specifications or industry best practices and will meet all applicable federal, state, and local standards regarding this type of equipment or operation of equipment. The contractor must also meet all applicable OSHA regulations to ensure the safety of contractor staff, and city employees, and residents.
- B. The contractor will maintain a high standard of cleanliness while servicing City vehicles and equipment.
- C. It is the expectation of the City, as described herein, that the Contractor will provide timely maintenance and repair service to correct deficiencies and return the equipment to an in-service status as soon as possible.
- D. The Contractor must have the knowledge and expertise necessary to complete the full scope and depth of maintenance and repairs to the specific OEM specification and industry standard.
- E. The contractor will not subcontract any portion of the work under this contract, without prior approval by the authorized City Fleet Services Supervisor.
- F. In the event that the Contractor desires to utilize a subcontractor for some part of the work and seeks approval, the contractor will furnish the names, qualifications, and experience of the proposed subcontractor.
- G. The Contractor will, however, remain fully liable and responsible for any and all work done by the subcontractor on behalf of the Contractor and will assume compliance with all the requirements of this contract.
- H. The Contractor will respond verbally or via electronic communication to all service call requests within (2) business hours. Business hours are defined as Monday through Friday from 6 am to 5 pm.
- I. Any request for service outside of the defined business hours must be addressed as defined above on the next business day.
- J. All requests for service will be performed at various City service center locations. Please refer to the location listed below.

- K. The Contractor will evaluate (diagnose) the request for services and provide a written estimate of all necessary work activities to return the equipment to an in-service status.
- L. The Contractor shall not begin any work activities without prior written approval with the exception of diagnosis time to confirm the cause of failure. The Contractor will need to provide estimated hours of diagnosis time necessary to City staff for approval before any diagnosis shall commence.
- M. The Contractor will provide an itemized listing of the estimated cost for each repair/complaint. The itemized details must include the labor hours, contracted labor rate, labor cost, part number, part description, part cost, and part quantity per each repair activity, along with a description of services to be performed, including industry standards of Complaint, Cause, and Correction. The Contractor's written estimate will be submitted to the corresponding location via electronic communication.
- N. In the event that additional supplemental work activities are found outside the original estimate, the Contractor will provide a written estimate of the supplemental repairs to the corresponding location via electronic communication for approval. The Contractor should not commence in performing any supplemental work activities until a purchase order has been received electronically from the corresponding location authorized staff.
- O. If the repair(s) requires new part(s), the replacement part(s) must be available locally or delivered within forty-eight (48) hours at no additional cost to the City.
- P. Upon completion of all work activities and the equipment has been returned to in-service status, the contractor must perform a quality assurance inspection before returning the equipment to City for service.
- Q. The City anticipates that the majority of services performed under this contract will take place during regular business hours. Regular Business Hours will be from 6:00 AM to 5:00 PM (Monday Through Friday). Weekends, Holidays, and hours outside of regular business hours will be paid at the after-normal business hours rate.

3.3. CONTRACTOR QUALIFICATIONS

- A. The contractor must have been in the repair business for a minimum of five (5) consecutive years and be thoroughly familiar with and qualified to perform the specified requirements and methods needed for the proper performance of this contract.
- B. The Contractor must employ a minimum of three (3) service technicians. Each technician will have a minimum of two years of experience providing maintenance and repair for the type of equipment being repaired. Unqualified employees are not permitted to provide assistance of any kind under this contract.
- C. For vehicle(s) with original OEM warranty coverage, the City reserves the right to utilize the appropriate warranty repair facility for any additional repairs.

- D. The contractor(s) shall utilize properly qualified employees in the performance of this contract. A qualified employee is defined as one who is trained and capable of properly, safely, and promptly providing services requested in association with this contract. Unqualified employees are not permitted to provide assistance of any kind under this contract.
- E. A high level of customer service and professionalism is a priority for the City. Contractor and Contractor employees shall provide services in a professional, business-like, and efficient manner providing the highest level of assistance, service, and courtesy to patrons of the facility. Complaints must be responded to quickly, and the City's representative must be informed of all customer issues and resolutions immediately. All communications shall be through the City representative.
- F. If the City, determines, for any reason, that the qualifications, actions, or conduct of any particular Contractor(s) employee have violated this agreement or are otherwise detrimental to the City, a written notice will be issued to the Contractor. Upon receipt of such notice, the Contractor must promptly provide a qualified replacement person(s) to provide services under this contract. Examples of such conduct include; performing unsatisfactory services, poor customer service, interfering with the operation of the City fleet, or inappropriate behavior towards City employees, customers, and other Contractor(s) or Subcontractor(s).
- G. Facilities must be equipped to diagnose and repair vehicle systems for the Gross Vehicle Weight Rating (GVWR) of the categories they are bidding on.
- H. The contractor(s) shop will have a minimum of 3 indoor service bays sized to accommodate the GVW ratings of the vehicles listed under their awarded categories.
- I. The facility must have a parts room with sufficient stock to complete routine service and repair procedures. The stock turn rates should be established to meet an 85% stock fill rate from inventory.
- J. Each repair location must be able to accommodate and secure vehicles while in the process of being repaired or waiting for repairs or parts delivery. Secured, in this instance, means inside a facility/ compound by a barrier (fence, wall, electronic gate, etc.). Vehicles/Equipment cannot be stored in areas accessible to the public.

3.4. RESPONSE AND REPAIR TIME REQUIREMENTS

- A. The contractor understands that the vehicles covered under this specification are critical to the City's fleet operations. Therefore, the Contractor will give priority service to the City and proceed with authorized work in an expeditious manner to ensure that all work is completed within the agreed schedule.
- B. Repairs should be started within twenty-four (24) hours of approval. Repairs requiring more than two (2) business days will be brought to the attention of the City authorized representative, including an estimated date/time of completion.

- C. The contractor providing bids shall provide pick-up and delivery service from and to multiple City of Phoenix locations.

3.5. INSPECTION AND ACCEPTANCE

- A. The City will inspect all work activities performed under this Contract before acceptance and invoice processing for payment.
- B. Inspection criteria will include, but not be limited to, mechanical integrity, quality, workmanship, and materials.
- C. The City will have two (2) business days (excluding any City holidays) for this process. If any portion of the Contractor's services is deemed unacceptable, the Contractor will correct the deficiencies and return the equipment at no additional cost to the City. The City will be the sole determiner of acceptability.

3.6. SAFETY, PRECAUTIONS AND CLEANLINESS

- A. The contractor(s) shall perform these services in a safe manner for means, methods, techniques, procedures, and safety precautions in connection with the performance of these services.
- B. The contractor(s) shall be responsible for its employees and the execution of all required safety, precautions and cleanliness during services under this contract.
- C. All final testing of repairs shall be performed to original equipment manufacturers (OEM) and/or industry standards.
- D. The Contractor is responsible for ensuring that contractor employees and approved Sub-Contracted employees have a valid Commercial Driver's License (CDL) and subsequent active medical card when operating any City equipment over 26,000 GVW as per Federal law.
- E. The Contractor(s) will always follow all local, county, state, and national regulations, including OSHA, requirements, state, local, and manufacturer operating procedures, and generally accepted procedures.
- F. The Contractor will implement all final settings and adjustments in accordance with OEM recommended specifications or accepted industry standards. The City will not accept spliced wiring connections, solder and heat shrink connections are the only wiring connection that the City will accept under this contract.

G.

3.7. REPAIR, REPLACEMENT AND REBUILD PARTS

- A. All parts or equipment furnished must be equal to or exceed that of the original equipment manufacturer in material, performance, and warranty.

- B. The City reserves the right to supply parts that are not readily available from an OEM or aftermarket source. In the event that a City supplied part is installed, the Contractor must provide an installation warranty for ninety (90) days.
- C. In the event that the City supplied part is found to be faulty or failed to perform as designed, the Contractor is no longer required to provide an installation warranty.
- D. In the event that the City supplied part fails due to improper installation, the Contractor will uphold the ninety (90) day installation warranty and the City's cost of the supplied part.
- E. The vendor must also return the failed component/core upon delivery of the unit back to the City.
- F. All labor and replacement parts shall be fully guaranteed against defects in material and workmanship by the Contractor for the length of the OEM warranty or twelve (12) months/24,000 miles (800 hours), whichever comes first.
- G. All warranty work shall be completed within four (4) business days.
- H. Any additional cost from worn or damaged components not covered by warranty will need to be authorized prior to replacement.
- I. The City will not pay for any additional costs that were not authorized prior to begin the work activities as outlined in the Service Requirements section of this contract.
- J. The Contractor shall maintain a sufficient supply of products and/or parts to adequately support the contracted repairs.
- K. The Contractor will guarantee that the stock of product specified in this agreement is available locally.
- L. The Contractor will be solely responsible for any future repairs or consequential damages related to failed or improper services performed under this agreement.

3.8. AFTER NORMAL BUSINESS HOURS SERVICE

- A. After-hours services and/or emergency repairs may be required.
- B. The initial time response is 2 hours to acknowledge the call.

3.9. PRICING

- A. A written quote will be provided to the authorized City representative by the vendor showing estimated hours for repair, contracted hourly labor rate, and itemized list of parts and pricing required to complete work.
- B. Pricing shall be consistent with best industry practices, which ensures labor charges are billed only once in the event a task is overlapping.
- C. Labor hours should reflect Chilton/Mitchell labor manual when applicable or industry standard best practices when there is not a labor manual for reference.

- D. All time increments of labor shall be quoted at the job/complaint's deepest level and include all removal/installation to gain access to components necessary to complete the job/complaint at hand.
- E. Labor time increments will be billed in .10th's of an hour based upon book time or industry standard. Each tenth of an hour will be equal to 6 minutes.
- F. The Contractor may offer sales promotions to the City at the Contractor's discretion, for specific products or groups of products within the scope of this Contract. Sales promotions can include additional rebates, specials, product discounts offered by manufacturers, etc.

3.10. ESTIMATE / INVOICE REQUIREMENTS

- A. Upon the initial service request, the designated City staff will provide the Contractor with a shopping cart number (8000#). Invoices without a shopping cart number or purchase order will be considered unauthorized work.
- B. The contractor should not perform any work activities until a shopping cart number or purchase order has been received verbally or electronically from the corresponding location's authorized staff.
- C. Estimates submitted to the City shall be clear and concise.
- D. The estimates header must include Contractor's name, address, phone number, and email address.
- E. Invoices must include the following information before processing for payment can begin. All final invoices must be provided within twenty-four (24) hours from the final quality assurance inspection.
- F. The invoice header must include Contractor's name, address, phone number, email address, invoice number, and invoice date.
- G. The invoice header must include the City unit number and current odometer reading.
- H. The invoice header must include City issued shopping cart or purchase order number.
- I. Invoices must include labor hours, contracted labor rate, and parts utilized, including part number, part description, part/labor quantities with part cost, and the contract labor rate. The invoice must also include the complaint, cause, and correction narrative for each vendor's repair job.
- J. Warranty job/complaint also includes complaint, cause, and correction. The job must also include parts utilized, including part number, part description, part quantity at a zero cost to the City.
- K. The City will not pay for unauthorized modifications or additions.

- L. The contractor must invoice labor hours and discount for parts at the manufacturer rate applicable from the pricing tables in the Bid Price Schedule.

3.11. VEHICLE STORAGE

The Contractor(s) will be responsible for adequate and secure storage of all vehicles at no cost to the City. The Contractor(s) will be responsible for any stolen or damaged equipment while the vehicle(s) is in the Contractor's custody. Vehicles must be stored indoors while work is in process.

3.12. WARRANTY

All warranty work will be completed within twenty-four (24) hours. The Contractor will warranty all labor and installation for the length of the OEM warranty or twelve (12) months/24,000 miles (800 Hours), whichever comes first. A "NO CHARGE" invoice will be provided for all warranty repairs detailing: failure, possible cause, parts descriptions and detailed description of labor performed.

3.13. THIRD-PARTY WARRANTY ADMINISTRATION

The Manufacturer and/or Contractor will accept and process warranty claims from a contracted third-party warranty administrator on behalf of the City of Phoenix. Contractor will authorize payment to City of Phoenix for all warranties approved and equivalent guidelines from Section III – Special Terms and Conditions, Section 34-Option Manufacturer Sponsored Fleet Warranty Administration, would apply.

3.14. PROMOTIONAL PRICING

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

3.15. FLAT RATE/MENU PRICING SERVICES

Flat rate or menu-pricing services can be offered as needed and may include services that include but are not limited to: wheel alignments, transmission flushes, oil changes, PM services, etc.

3.16. MEETINGS AND UPDATES

Contractor and City representative may request to meet on a quarterly basis, or as often as necessary, to review expectations and accomplishments. This will provide the opportunity to review issues and take corrective measures to ensure quality work performance is met and deadlines are achieved.

3.17. GROUP 1 – OEM AUTHORIZED REPAIR CENTER

Contractors bidding in Group 1 will be required to be an OEM warranty repair center using OEM parts capable of supplying repairs at no cost to the City when the vehicle is under factory warranty. The City reserves the right to send no-charge warranty repairs to any repair center authorized by the OEM to perform those repairs, whether or not that contractor is part of this repair contract.

A. OEM WARRANTY REQUIREMENTS

1. The contractor will be an authorized warranty repair center with the OEM manufacturer capable of submitting all necessary warranty paperwork and performing all warranty repairs to the City at no charge.
2. Parts will be OEM-approved only, and will maintain all factory warranty qualifications. If parts are used in conjunction with a warranty repair, they will be supplied at no cost to the City.
3. Technicians will be trained and certified through the OEM requirements for a warranty repair center and will bill time at no cost to the City for a warranty repair.
4. The contractor will be approved to perform factory Recalls and/or Campaigns at the direction of the OEM at no charge to the City.
5. Bidding as an OEM Authorized Repair Provider has the expectation that the bidder's capabilities encompass bumper-to-bumper coverage and/or services.

3.18. GROUP 2 – NON-OEM REPAIR CENTER

Contractors bidding in Group 2 are not required to be an OEM authorized repair center but must meet all the qualifications and specifications outlined in the scope of work.

A. OEM NON-WARRANTY REPAIR REQUIREMENTS

1. Repairs outside the warranties scope will require prior authorization as outlined in this contract.
2. Parts will be OEM approved or equivalent and will be priced in accordance with the discounts offered on the Bid Price Schedule.
3. Technicians will be trained and certified through the OEM requirements for a warranty repair center and will bill time according to labor rates offered on the Bid Price Schedule.
4. Labor times will be in accordance with time standards established in the industry and published in a labor time standards publication.

3.19. SERVICE LOCATIONS

Services requested within this contract can be requested from any City Fleet services facility, including but not limited to, the following:

- A. 22nd Avenue Service Center - 2441 South 22nd Avenue, Phoenix, AZ. 85009
- B. Okemah Service Center - 3828 East Anne Street, Phoenix, AZ. 85040
- C. Glenrosa Service Center - 4021 W. Glenrosa, Phoenix, AZ 85019
- D. Union Hills Service Center - 138 East Union Hills, Phoenix, AZ. 85024
- E. Fire Operations Service Center - 2625 South 19th Avenue, Phoenix, AZ 85009

- F. Salt River Service Center - 3045 South 22nd Avenue, Phoenix, AZ 85009
- G. 27th Avenue Transfer Station - 3060 South 27th Avenue, Phoenix, AZ 85009
- H. North Gateway Transfer Station - 3025 North Black Canyon Highway, Phoenix 85085
- I. 91st Avenue Waste Water Treatment Plant - 5615 South 91st Avenue, Tolleson, AZ 85353
- J. State Route 85 Landfill - 28361 West Patterson Rd., Buckeye, AZ. 85326
- K. Southern Command Station - 3443 South Central Avenue, Phoenix, AZ 85040
- L. Black Mountain Precinct - 33355 North Cave Creek Road, Cave Creek, AZ., 85331
- M. Cactus Park Precinct - 12220 North 39th Avenue, Phoenix, AZ 85029
- N. Central City Precinct - 1902 South 16th Street, Phoenix, AZ 85034
- O. Desert Horizon Precinct - 16030 North 56th St, Scottsdale, AZ., 85254
- P. Estrella Mountain Precinct - 2111 South 99th Avenue, Tolleson, AZ., 85353
- Q. Maryvale Precinct - 6180 West Encanto Blvd. Phoenix, AZ., 85035
- R. Mountain View Precinct - 2075 East Maryland Avenue, Phoenix, AZ., 85016
- S. South Mountain Precinct - 400 West Southern Avenue, Phoenix, AZ.
- T. Aviation Department - 2515 E. Buckeye Rd. Phoenix, Az 85034 (Sky Harbor)
- U. Aviation Department - 702 W. Deer Valley Rd. Phoenix, Az 85027 (Deer Valley)
- V. Aviation Department - 1658 S. Litchfield Rd. Goodyear, Az 85338 (Goodyear)

4. STANDARD TERMS AND CONDITIONS

4.1. Definition of Key Words Used in the Solicitation

Shall, Will, Must: Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of Offer as non-responsive.

Should: Indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, the City may, at its sole option, ask the Offeror to provide the information or evaluate the Offer without the information.

May: Indicates something that is not mandatory but permissible.

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

"A.R.S." Arizona Revised Statute

"Buyer" or "Procurement Officer" City of Phoenix staff person responsible for the solicitation. The City employee or employees who have specifically been designated to act as a contact person or persons to the Contractor, and responsible for monitoring and overseeing the Contractor's performance under this contract.

"City" The City of Phoenix

"Contractor" The individual, partnership, or corporation who, as a result of the competitive process, is awarded a contract by the City of Phoenix.

"Contract" or "Agreement" The legal agreement executed between the City of Phoenix, AZ and the Contractor.

"Days" Means calendar days unless otherwise specified.

"Chief Procurement Officer" The contracting authority for the City of Phoenix, AZ, authorized to sign contracts and amendments thereto on behalf of the City of Phoenix, AZ.

"Employer" Any individual or type of organization that transacts business in this state, that has a license issued by an agency in this state and employs one or more employees in this state. Employer includes this state, any political subdivision of this state and self-employed persons. In the case of an independent contractor, employer means the independent contractor and does not mean the person or organization that uses contract labor. (A.R.S. 23-211).

"Offer" Means a response from a Supplier, Contractor, or Service Provider to a solicitation request that, if awarded, binds the Supplier, Contractor, or Service Provider to perform in accordance with the contract. Same as bid, proposal, quotation or tender.

"Offeror" Any Vendor, Seller or Supplier submitting a competitive offer in response to a solicitation from the City. Same as Bidder or Proposer.

"Solicitation" Means an Invitation for Bid (IFB), Request for Proposal (RFP), Request for Quotations (RFQ), Request for Qualifications (RFQu) and request for sealed bids, or any other type of formal procurement which the City makes public through advertising, mailings, or some other method of communication. It is the process by which the City seeks information, proposals, bids or quotes from suppliers.

“Suppliers” Firms, entities or individuals furnishing goods or services to the City.

“Vendor or Seller” A seller of goods or services.

4.2. Contract Interpretation

- A. **APPLICABLE LAW:** This Contract will be governed by the law of the State of Arizona, and suits pertaining to this Contract will be brought only in Federal or State courts in Maricopa County, State of Arizona.
- B. **CONTRACT ORDER OF PRECEDENCE:** In the event of a conflict in the provisions of the Contract, as accepted by the City and as they may be amended, the following will prevail in the order set forth below:
1. Federal terms and conditions, if any
 2. Special terms and conditions
 3. Standard terms and conditions
 4. Amendments
 5. Statement or scope of work
 6. Specifications
 7. Attachments
 8. Exhibits
 9. Instructions to Contractors
 10. Other documents referenced or included in the Solicitation
- C. **ORGANIZATION – EMPLOYMENT DISCLAIMER:** The Agreement resulting hereunder is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties will be only those expressly set forth in the agreement. The parties agree that no persons supplied by the Contractor in the performance of Contractor’s obligations under the agreement are considered to be City’s employees and that no rights of City civil service, retirement or personnel rules accrue to such persons. The Contractor will have total responsibility for all salaries, wage bonuses, retirement, withholdings, workmen’s compensation, occupational disease compensation, unemployment compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and will save and hold the City harmless with respect thereto.
- D. **SEVERABILITY:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid will not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.

- E. **NON-WAIVER OF LIABILITY:** The City of Phoenix as a public entity supported by tax monies, in execution of its public trust, cannot agree to waive any lawful or legitimate right to recover monies lawfully due it. Therefore, any Contractor agrees that it will not insist upon or demand any statement whereby the City agrees to limit in advance or waive any right the City might have to recover actual lawful damages in any court of law under applicable Arizona law.
- F. **PAROL EVIDENCE:** This Agreement is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage in the trade will be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this contract will not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

4.3. Contract Administration and Operation

- A. **RECORDS:** All books, accounts, reports, files and other records relating to the contract will be subject at all reasonable times to inspection and audit by the City for five years after completion of the contract. Such records will be produced at a City of Phoenix office as designated by the City. Confidentiality will be maintained, and City will not violate any proprietary or other confidentiality agreements Contractor has in place.
- B. **DISCRIMINATION PROHIBITED:** Contractor agrees to abide by the provisions of the Phoenix City Code Chapter 18, Article V as amended. Any Contractor, in performing under this contract, will not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age or disability nor otherwise commit an unfair employment practice. The supplier and/or lessee will take action to ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, or national origin, age or disability and adhere to a policy to pay equal compensation to men and women who perform jobs that require substantially equal skill, effort and responsibility, and that are performed within the same establishment under similar working conditions. Such action will include but not be limited to the following: Employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The supplier further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this contract. Contractor further agrees that this clause will be incorporated in all subcontracts, job-contractor agreements or subleases of this agreement entered into by supplier/lessee.
- C. **EQUAL EMPLOYMENT OPPORTUNITY AND PAY:** In order to do business with the City, Contractor must comply with Phoenix City Code, 1969, Chapter 18, Article V, as

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

1. **For a Contractor with 35 employees or fewer:** Contractor in performing under this Agreement shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age, or disability, nor otherwise commit an unfair employment practice. The Contractor will ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability. Such action shall include but not be limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The Contractor further agrees that this clause will be incorporated in all subcontracts related to this Agreement that involve furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this Agreement. Contractor further agrees that this clause will be incorporated in all subcontracts, Contractor agreements or subleases of this agreement entered into by supplier/lessee.
2. **For a Contractor with more than 35 employees:** Contractor in performing under this Agreement shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age, or disability, nor otherwise commit an unfair employment practice. The Contractor will ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability, and shall adhere to a policy to pay equal compensation to men and women who perform jobs that require substantially equal skill, effort, and responsibility, and that are performed within the same establishment under similar working conditions. Such action shall include but not be limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The Contractor further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this contract. Contractor further agrees that this clause will be incorporated in all subcontracts, job-Contractor agreements or subleases of this Agreement entered into by supplier/lessee. The Contractor further agrees not to discriminate against any worker, employee or applicant, or any member of the public, because of sexual orientation or gender identity or expression and shall ensure that applicants are employed, and employees are dealt with during employment without regard to their sexual orientation or gender identity or expression.

3. **Documentation:** Suppliers and lessees may be required to provide additional documentation to the Equal Opportunity Department affirming that a nondiscriminatory policy is being utilized.
 4. **Monitoring:** The Equal Opportunity Department shall monitor the employment policies and practices of suppliers and lessees subject to this article as deemed necessary. The Equal Opportunity Department is authorized to conduct on-site compliance reviews of selected firms, which may include an audit of personnel and payroll records, if necessary.
- D. **LEGAL WORKER REQUIREMENTS:** The City of Phoenix is prohibited by A.R.S. § 41-4401 from awarding a contract to any Contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees that:
1. Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214, subsection A.
 2. A breach of a warranty under paragraph 1 will be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.
 3. The City of Phoenix retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on the contract to ensure that the Contractor or subcontractor is complying with the warranty under paragraph 1.
- E. **HEALTH, ENVIRONMENTAL AND SAFETY REQUIREMENTS:** The Contractor's products, services and facilities will be in full compliance with all applicable Federal, State and local health, environmental and safety laws, regulations, standards, codes and ordinances, regardless of whether or not they are referred to by the City. At the request of City representatives, the Contractor will provide the City:
1. Environmental, safety and health regulatory compliance documents (written safety programs, training records, permits, etc.) applicable to services provided by the Contractor in this contract.
 2. A list of all federal, state, or local (EPA, OSHA, Maricopa County, etc.) citations or notice of violations issued against their firm or their subcontractors including dates, reasons, dispositions and resolutions.
 3. The City will have the right, but not the obligation to inspect the facilities, transportation vehicles or vessels, containers and disposal facilities provided by the Contractor or subcontractor. The City will also have the right to inspect operations conducted by the Contractor or subcontractor in the performance of this agreement. The City further reserves the right to make unannounced inspections of the Contractor's facilities (during normal business hours).
- F. **COMPLIANCE WITH LAWS:** Contractor agrees to fully observe and comply with all applicable Federal, State and local laws, regulations, standards, codes and ordinances

when performing under this Contract regardless of whether they are being referred to by the City. Contractor agrees to permit City inspection of Contractor's business records, including personnel records to verify any such compliance. Because the contractor will be acting as an independent contractor, the City assumes no responsibility for the Contractor's acts.

- G. **LAWFUL PRESENCE REQUIREMENT:** Pursuant to A.R.S. §§ 1-501 and -502, the City of Phoenix is prohibited from awarding a contract to any natural person who cannot establish that he or she is lawfully present in the United States. In order to establish lawful presence, this person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. In the event the prevailing responder is unable to satisfy this requirement, the City will offer the award to the next-highest scoring responder. The law does not apply to fictitious entities such as corporations, partnerships and limited liability companies.
- H. **CONTINUATION DURING DISPUTES:** Contractor agrees that notwithstanding the existence of any dispute between the parties, insofar as is possible, under the terms of the contract, the Contractor will continue to perform the obligations required of Contractor during the continuation of any such dispute unless enjoined or prohibited by an Arizona Court of competent jurisdiction.
- I. **EMERGENCY PURCHASES:** The City reserves the right to purchase from other sources those items which are required on an emergency basis and cannot be supplied immediately from stock by the Contractor.

4.4. Costs and Payments

- A. **GENERAL:** Any prompt payment terms offered must be clearly noted by the Contractor on all invoices submitted to the City for the payment of goods or services received. The City will make every effort to process payment for the purchase of material or services within thirty to forty-five calendar days after receipt of a correct invoice, unless a good faith dispute exists to any obligation to pay all or a portion of the account. Payment terms are specified in the Offer.
- B. **PAYMENT DEDUCTION OFFSET PROVISION:** Contractor acknowledges that the City Charter requires that no payment be made to any Contractor as long as there is an outstanding obligation due to the City. Contractor agrees that any obligation it owes to the City will be offset against any payment due to the Contractor from the City.
- C. **LATE SUBMISSION OF CLAIM BY CONTRACTOR:** The City will not honor any invoices or claims which are tendered one year after the last item of the account accrued.
- D. **DISCOUNTS:** Payment discounts will be computed from the date of receiving acceptable products, materials and/or services or correct invoice, whichever is later to the date payment is mailed.

- E. **NO ADVANCE PAYMENTS:** Advance payments are not authorized. Payment will be made only for actual services or commodities that have been received, unless addressed specifically in the Scope of work for subscription services.
- F. **FUND APPROPRIATION CONTINGENCY:** The Contractor recognizes that any agreement entered into will commence upon the day first provided and continue in full force and effect until termination in accordance with its provisions. The Contractor and the City herein recognize that the continuation of any contract after the close of any given fiscal year of the City, which ends on June 30th of each year, will be subject to the approval of the budget of the City providing for or covering such contract item as an expenditure therein. The City does not represent that said budget item will be actually adopted, said determination being the determination of the City Council at the time of the adoption of the budget.
- G. **MAXIMUM PRICES:** The City will not be invoiced at prices higher than those stated in any contract resulting from this Offer. Contractor certifies, by signing this Offer that the prices offered are no higher than the lowest price the Contractor charges other buyers for similar quantities under similar conditions, as applicable and shown by quotes for like services and goods. Contractor further agrees that any reductions in the price of the goods or services covered by this Offer and occurring after award will apply to the undelivered balance. The Contractor will promptly notify the City of such price reductions.
- H. **F.O.B. POINT:** All prices are to be quoted F.O.B. destination, unless specified elsewhere in this solicitation.

4.5. Contract Changes

- A. **CONTRACT AMENDMENTS:** Contracts will be modified only by a written contract amendment signed by persons duly authorized to enter into contracts on behalf of the Contractor. No verbal agreement or conversation with any officer, agent, or employee of the City either before or after execution of the contract, will affect or modify any of the terms or obligations contained or to be contained in the contract. Any such verbal agreements or conversation shall be considered as unofficial information and in no way binding upon the City or the Contractor. All agreements shall be in writing and contract changes shall be by written amendment signed by both parties.
- B. **ASSIGNMENT - DELEGATION:** No right or interest in this contract nor monies due hereunder will be assigned in whole or in part without written permission of the City, and no delegation of any duty of Contractor will be made without prior written permission of the City, which may be withheld for good cause. Any assignment or delegation made in violation of this section will be void.
- C. **NON-EXCLUSIVE CONTRACT:** Any contract resulting from this solicitation will be awarded with the understanding and agreement that it is for the sole convenience of the

City. The City reserves the right to obtain like goods or services from another source when necessary.

4.6. Risk of Loss and Liability

- A. **TITLE AND RISK OF LOSS:** The title and risk of loss of material or service will not pass to the City until the City actually receives the material or service at the point of delivery; and such loss, injury, or destruction will not release seller from any obligation hereunder.
- B. **ACCEPTANCE:** All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. Noncompliance will conform to the cancellation clause set forth in this document.
- C. **FORCE MAJEURE:** Except for payment of sums due, neither party will be liable to the other nor deemed in default under this contract if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force majeure will not include late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition. If either party is delayed at any time in the progress of the work by force majeure, the delayed party will notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and will specify the causes of such delay in such notice. Such notice will be hand-delivered or mailed certified-return receipt and will make a specific reference to this provision, thereby invoking its provisions. The delayed party will cause such delay to cease as soon as practicable and will notify the other party in writing when it has done so. The time of completion will be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this contract.
- D. **LOSS OF MATERIALS:** The City does not assume any responsibility, at any time, for the protection of or for loss of materials, from the time that the contract operations have commenced until the final acceptance of the work by the City.
- E. **CONTRACT PERFORMANCE:** Contractor will furnish all necessary labor, tools, equipment, and supplies to perform the required services at the City facilities designated, unless otherwise specifically addressed in the scope, or elsewhere in this Agreement. The City's authorized representative will decide all questions which may arise as to the quality and acceptability of any work performed under the contract. If, in the opinion of the City's authorized representative, performance becomes unsatisfactory, the City will notify the Contractor. The Contractor will have 30 days from that time to correct any specific instances of unsatisfactory performance, unless a different amount of time is specified in the agreement. In the event the unsatisfactory performance is not corrected within the time specified, the City will have the immediate right to complete the

work to its satisfaction and will deduct the cost to cover from any balances due or to become due the Contractor. Repeated incidences of unsatisfactory performance may result in cancellation of the agreement for default.

- F. **DAMAGE TO CITY PROPERTY:** Contractor will perform all work so that no damage to the building or grounds results. Contractor will repair any damage caused to the satisfaction of the City at no cost to the City. Contractor will take care to avoid damage to adjacent finished materials that are to remain. If finished materials are damaged, Contractor will repair and finish to match existing material as approved by the City at Contractor's expense.

4.7. City's Contractual Rights

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

- A. **NON-EXCLUSIVE REMEDIES:** The rights and remedies of the City under this Contract are non-exclusive.
- B. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE BREACH:** Each installment or lot of the agreement is dependent on every other installment or lot and a delivery of non-conforming goods or a default of any nature under one installment or lot will impair the value of the whole agreement and constitutes a total breach of the agreement as a whole.
- C. **ON TIME DELIVERY:** Because the City is providing services which involve health, safety and welfare of the general public, delivery time is of the essence. Delivery must be made in accordance with the delivery schedule promised by the Contractor.
- D. **DEFAULT:** In case of default by the Contractor, the City may, by written notice, cancel this contract and repurchase from another source and may recover the excess costs by (1) deduction from an unpaid balance due; (2) collection against the bid and/or performance bond, or (3) a combination of the aforementioned remedies or other remedies as provided by law.
- E. **COVENANT AGAINST CONTINGENT FEES:** Seller warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employers or bona fide established commercial or selling agencies maintained by the seller for the purpose of securing business. For breach or violation of this warranty, the City will have the right to annul the contract without liability or in its discretion to deduct from the contract price a consideration, or otherwise recover the full amount of such commission, brokerage or contingent fee.

F. COST JUSTIFICATION: In the event only one response is received, the City may require that the Contractor submit a cost proposal in sufficient detail for the City to perform a cost/price analysis to determine if the Offer price is fair and reasonable.

G. WORK PRODUCT, EQUIPMENT AND MATERIALS: All work product, equipment, or materials created or purchased under this contract belongs to the City and must be delivered to the City at City's request upon termination of this contract. Contractor agrees to assign to City all rights and interests Contractor may have in materials prepared under this contract that are "works for hire" within the meaning of the copyright laws of the United States, including any right to derivative use of the material.

4.8. Contract Termination

A. GRATUITIES: The City may, by written notice to the Contractor, cancel this contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City making any determinations with respect to the performing of such contract. In the event this contract is canceled by the City pursuant to this provision, the City will be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.

B. CONDITIONS AND CAUSES FOR TERMINATION:

1. This contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty-day written notice to Contractor. The City at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the City will be liable only for payment under the payment provisions of this contract for services rendered and accepted material received by the City before the effective date of termination. Title to all materials, work-in-process and completed but undeliverable goods, will pass to the City after costs are claimed and allowed. The Seller will submit detailed cost claims in an acceptable manner and will permit the City to examine such books and records as may be necessary in order to verify the reasonableness of any claims.
2. The City reserves the right to cancel the whole or any part of this contract due to failure of Contractor to carry out any term, promise, or condition of the contract. The City will issue a written notice of default to Contractor for acting or failing to act as in any of the following:
 - a. In the opinion of the City, Contractor provides personnel who do not meet the requirements of the contract;
 - b. In the opinion of the City, Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this contract;
 - c. In the opinion of the City, Contractor attempts to impose on the City personnel or materials, products or workmanship, which is of an unacceptable quality;

- d. Contractor fails to furnish the required service and/or product within the time stipulated in the contract;
 - e. In the opinion of the City, Contractor fails to make progress in the performance of the requirements of the contract and/or give the City a positive indication that Contractor will not or cannot perform to the requirements of the contract.
- C. **CONTRACT CANCELLATION:** All parties acknowledge that this contract is subject to cancellation by the City of Phoenix pursuant to the provision of Section 38-511, Arizona Revised Statutes.

4.9. State and Local Transaction Privilege Taxes

In accordance with applicable state and local law, transaction privilege taxes may be applicable to this transaction. The state and local transaction privilege (sales) tax burden and legal liability to remit taxes are on the Contractor that is conducting business in Arizona and the City of Phoenix. Any failure by the Contractor to collect applicable taxes from the City will not relieve the Contractor from its obligation to remit taxes. It is the responsibility of the prospective bidder to determine any applicable taxes. The City will look at the price or offer submitted and will not deduct, add or alter pricing based on speculation or application of any taxes, nor will the City provide advice or guidance. If you have questions regarding your tax liability, please seek advice from a tax professional prior to submitting your Offer. You may also find information at <https://www.phoenix.gov/finance/plt> or <https://www.azdor.gov/Business.aspx>. Once your Offer is submitted, the Offer is valid for the time specified in this Solicitation, regardless of mistake or omission of tax liability. If the City finds over payment of a project due to tax consideration that was not due, the Contractor will be liable to the City for that amount, and by contracting with the City, the Contractor agrees to remit any overpayments back to the City for miscalculations on taxes included in an offer price.

4.10. Tax Indemnification

Contractor will pay all federal, state and local taxes applicable to its operation and any persons employed by the Contractor, and require the same of all subcontractors. Contractor will hold the City harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation, and require the same of all subcontractors.

4.11. Tax Responsibility Qualification

Contractor may be required to establish, to the satisfaction of City, that any and all fees and taxes due to the City or the State of Arizona for any License or Transaction Privilege taxes, Use Taxes or similar excise taxes, are currently paid (except for matters under legal protest). Contractor agrees to a waiver of the confidentiality provisions contained in the City Finance Code and any similar confidentiality provisions contained in Arizona statutes relative to State Transaction Privilege Taxes or Use Taxes. Contractor agrees to provide written authorization to the City Finance Department and to the Arizona State Department of Revenue to release tax information relative to Arizona Transaction Privilege Taxes or Arizona Use Taxes in order to assist the Department in evaluating Contractor's qualifications for and compliance with contract for duration of the term of contract.

4.12. No Israel Boycott

If this Contract is valued at \$100,000 or more and requires Contractor (a company engaging in for-profit activity and having ten or more full-time employees) to acquire or dispose of services, supplies, information technology, or construction, then Contractor must certify and agree that it does not and will not boycott goods or services from Israel, pursuant to Title 35, Chapter 2, Article 9 of the Arizona Revised Statutes. Provided that these statutory requirements are applicable, Contractor by entering this Contract now certifies that it is not currently engaged in, and agrees for the duration of the Contract to not engage in, a boycott of goods or services from Israel.

4.13. No Forced Labor of Ethnic Uyghurs

If this Contract requires Contractor (a company engaging in for-profit activity and having ten or more full-time employees) to acquire or dispose of services, supplies, information technology, goods, or construction, then pursuant to Title 35, Chapter 2, Article 10 of the Arizona Revised Statutes Contractor must certify and agree that it and any contractors, subcontractors, or suppliers it utilizes do not and will not use the forced labor of ethnic Uyghurs in the People's Republic of China or any goods or services produced by such forced labor. Provided these statutory requirements are applicable, Contractor, by entering this Contract, now certifies it is not currently engaged in, and agrees for the duration of the Contract to not engage in, (a) the use of forced labor of ethnic Uyghurs in the People's Republic of China; (b) the use of any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (c) the use of 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.

4.14. Advertising

Except as required by law, Contractor shall not publish, release, disclose or announce to any member of the public, press, official body, or any other third party any information or documents concerning this Agreement or any part thereof without the prior written consent of the City. The name of any City site on which services are performed by the Contractor pursuant to this Agreement shall not be used in any advertising or other promotional context by Contractor without the prior written consent of the City.

4.15. Strict Performance

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

4.16. Authorized Changes

The City reserves the right at any time to make changes in any one or more of the following: (a) specifications; (b) methods of shipment or packing; (c) place of delivery; (d) time of delivery; and/or (e) quantities. If the change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment will be deemed waived unless asserted in writing

within sixty days from the receipt of the change. Price increases or extensions of delivery time will not be binding on the City unless evidenced in writing and approved by the Chief Procurement Officer prior to the institution of the change.

5. SPECIAL TERMS AND CONDITIONS

5.1. Price

All prices submitted shall be firm and fixed for the initial one-year of the contract. Thereafter, price increases will be considered annually provided the adjustments are submitted in writing with 60 days' notice to the Procurement Officer. Price increase requests shall be accompanied with written documentation to support the increase, such as a letter from the manufacturer, published price index, applicable change in law, etc. Price decrease requests do not require supporting documentation and are allowed at any time during the contract term.

The City will be the sole judge in determining the allowable increase amount. Price increases agreed to by any staff other than the Chief Procurement Officer are invalid. The Contractor acknowledges and agrees to repay all monies paid because of a requested price increase unless the increase was specifically approved, in writing, by the Chief Procurement Officer.

5.2. Method of Ordering

Contractor shall deliver items and/or services only upon receipt of a written purchase order. All Contractor invoices and packing/delivery tickets must include the City of Phoenix purchase order number.

5.3. Method of Invoicing

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

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

5.4. Method of Payment

Payment to be made from Contractor's invoice and a copy of the signed delivery/service ticket submitted to cover items received and accepted during the billing period.

5.5. Partial Payments

Partial payments are not authorized on individual purchase orders. Payment will be made upon final delivery and acceptance of all goods and services on the purchase order.

5.6. Supplier Profile Changes

It is the responsibility of the Contractor to promptly update their profile in procurePHX at <https://www.phoenix.gov/procure>. If Contractor's legal identify has changed, the Procurement Officer must be notified immediately. Failure to do so may result in non-payment of invoices and contract termination.

5.7. Estimated Quantities or Dollar Amounts (Requirements Contracts Only)

Quantities and dollar amounts listed are the City's best estimate and do not obligate the City to order or accept more than City's actual requirements during the period of this agreement, as determined by actual needs and availability or appropriated funds. It is expressly understood and agreed that the resulting contract is to supply the City with its complete actual requirement for the contract period.

5.8. Suspensions of Work

The City reserves the right to suspend work wholly or in part if deemed necessary for the best interest of the City. This suspension will be without compensation to the Contractor, other than to adjust the contract completion/delivery requirements.

5.9. Hours of Work

All work under this contract shall be coordinated with the City's authorized Department representative. Any changes to the established schedule must have prior written approval by the City's authorized Department representative.

5.10. Post Award Conference

A post-award conference will be held prior to commencement of any work on the project. The purpose of this conference is to discuss critical elements of the work schedule and operational problems and procedures.

5.11. Performance Interference

Contractor shall notify the City's authorized Department representative immediately of any occurrence and/or condition that interferes with the full performance of the contract and confirm it in writing within 24 hours.

5.12. Cooperative Agreement

In addition to the City and with approval of the Contractor, this contract may be extended for use by other municipalities and government agencies in the State of Arizona.

5.13. Exclusive Possession

All services, information, computer program elements, reports, and other deliverables which may be created under this contract are the sole property of the City of Phoenix and will not be used by the Contractor or any other person except with prior written permission by the City.

5.14. Licenses and Permits

Contractor will keep current Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this contract.

5.15. Miscellaneous Fees

Additional charges for fuel surcharges, delivery charges, dealer prep, environmental fees, waste disposal, shop supplies, set-up, freight and/or shipping and handling, etc. will not be paid. These costs must be incorporated in the pricing provided.

Labor rates (Shop and On-site) shall be charged as a flat hourly rate and are allowed only in performance of services under this agreement. Travel hours and other incidental fees will not be permitted under this agreement. Labor hours will be from "check-in" to "check-out" at the worksite.

5.16. Warranty

All warranty work will be completed within twenty-four (24) hours. The Contractor will warranty all labor and installation for the length of the OEM warranty or twelve (12) months/24,000 miles (800 Hours), whichever comes first. A "NO CHARGE" invoice will be provided for all warranty repairs detailing: failure, possible cause, parts descriptions and detailed description of labor performed.

Warranty work requirements shall be performed by a technician on-site with a guaranteed response time of 24 hours hours, seven days a week, 24 hours per day. City acceptance will be determined by the date of actual installation and start-up. Since some of the items will be inventoried for emergency purposes, the City will notify the Contractor of actual start-up date which will be within one year of item receipt.

5.17. Communication in English

It is mandatory that the Contractor's lead person assigned to any City facility can speak, read, and write in English to effectively communicate with City staff.

5.18. Contractor Assignments

The Contractor hereby agrees that any of its employees who may be assigned to a City site to satisfy obligations under this contract shall be used exclusively for that purpose during the hours when they are working in areas covered by this contract and shall perform no work at other City facilities. If other services, in addition to or separate from, the services specified herein, may be deemed necessary by the Chief Procurement Officer or his authorized representative, the Contractor may be requested to perform the additional or special service.

5.19. Service Locations

To minimize the City's transportation and handling costs, the Contractor's location(s) may be a factor in the City's award decision.

5.20. Background Screening

Contractor agrees that all Contractor and subcontractors' workers (collectively "Contract Worker(s)") pursuant to this Agreement will be subject to background and security checks and screening (collectively "Background Screening") at Contractor's sole cost and expense, unless otherwise provided for in the scope of work. Contractor's background screening will comply with all applicable laws, rules and regulations. Contractor further agrees that the background screening is necessary to preserve and protect the public health, safety and welfare. The City requires a completed Contract Worker Badge/Key/Intrusion Detection Responsibilities Agreement for each Contract Worker who requires a badge or key.

5.21. Background Screening Risk Level

The City has established two levels of risk: Standard and Maximum risk. If the scope of work changes, the City may amend the level of risk, which could require the Contractor to incur additional contract costs to obtain background screens or badges.

5.22. Terms of This Section Applicable to all Contractor's Contracts and Subcontracts

Contractor will include Contract Worker background screening in all contracts and subcontracts for services furnished under this agreement.

5.23. Materiality of Background Screening Requirements; Indemnity

The background screening requirements are material to City's entry into this agreement and any breach of these provisions will be deemed a material breach of this contract. In addition to the indemnity provisions set forth in this agreement, Contractor will defend, indemnify and hold harmless the City for all claims arising out of this background screening section including, but not limited to, the disqualifications of a Contract Worker by Contractor. The background screening requirements are the minimum requirements for the Agreement. The City in no way warrants that these minimum requirements are sufficient to protect Contractor from any liabilities that may arise out of the Contractor's services under this Agreement or Contractor's failure to comply with this section. Therefore, Contractor and its Contract Workers will take any reasonable, prudent and necessary measures to preserve and protect public health, safety and welfare when providing services under this Agreement.

5.24. Continuing Duty; Audit

Contractor's obligations and requirements will continue throughout the entire term of this Agreement. Contractor will maintain all records and documents related to all background screenings and the City reserves the right to audit Contractor's records.

5.25. Variances and Exemptions

Contract Workers who fall under the following areas may be considered exempt from this policy:

- Federal Homeland Defense Bureau.
- Transportation Security Administration.
- Federal Aviation Administration.
- Department of Public Safety (DPS) Administration – presenting a current Level One Department of Public Safety fingerprint card.
- Arizona or other State Bars.
- Other background checks performed within the last three to five years may be approved if they fit all required criteria herein, at the City's discretion.

5.26. Contractor's Default; Liquidated Damages; Reservation of Remedies for Material Breach

If Contractor is required to access any City facilities without an escort, City badging is required. Contractor's default under this section will include, but is not limited to, the following:

- Contract Worker gains access to a City facility(s) without the proper badge or key;
- Contract Worker uses a badge or key of another to gain access to a City facility;
- Contract Worker commences services under this agreement without the proper badge, key or background screening;
- Contract Worker or Contractor submits false information or negligently submits wrong information to the City to obtain a badge, key or applicable background screening; or
- Contractor fails to collect and timely return Contract Worker's badge or key upon termination of Contract Worker's employment, reassignment of Contract Worker to another City facility or upon the expiration, cancellation or termination of this Agreement.
- Contractor acknowledges and agrees that the access control, badge and key requirements in this section are necessary to preserve and protect the public health, safety and welfare. Accordingly, Contractor agrees to properly cure any default under this section within three business days (excluding weekends and City holidays) from the date notice of default is sent by the City. The parties agree that Contractor's failure to properly cure any default under this section will constitute a breach of this section. In addition to any other remedy available to the City at law or in equity, the Contractor will be liable for and pay to the City the sum of \$1,000.00 for each breach by Contractor in this section. The parties further agree that the sum fixed above is reasonable and approximates the actual or anticipated loss to the City at the time and making of this agreement if Contractor breaches this section. Further, the parties expressly acknowledge and agree to the fixed sum set forth above because of the difficulty of proving the City's actual damages if Contractor breaches this section. The parties further agree that three breaches by Contractor in this section arising out of any default within a consecutive period of three months or three breaches by Contractor in this section

arising out of the same default within a period of 12 consecutive months will constitute a material breach of this agreement by Contractor and the City expressly reserves all of its rights, remedies and interests under this agreement, at law and in equity including, but not limited to, termination of this agreement.

5.27. Employee Identification and Access

Contract Workers are forbidden access to designated restricted areas. Access to each building will be as directed by the authorized Phoenix authorized representative. Contract Workers are not authorized access other than during scheduled hours. Access to the building will be directed by the City's authorized representative.

Only authorized Contract Workers are allowed on the premises of the City facilities/buildings. Contract Workers are not to be accompanied in the work area by acquaintances, family members, assistants or any other person unless said person is an authorized Contract Worker.

Unless otherwise provided for in the scope of work:

- Contract Workers must always have city issued badges and some form of verifiable company identification (badge, uniform, employee id).
- Contractor will supply a list of the names and titles of all employees requiring access to the buildings. It is the Contractor's responsibility to provide updates and changes of personnel as necessary.

5.28. Key Access Procedures

If the Contractor Worker's services require keyed access to enter a City facility(ies), a separate key issue/return form must be completed and submitted by the Contractor for each key issued. Contractor must submit the completed key issue/return form to the appropriate badging office.

5.29. Stolen or Lost Badges or Keys

Contractor must immediately report lost or stolen badges or keys to the City's appropriate badging office. If the badge/key was stolen, Contract Worker's must report the theft to their local police department. Prior to issuance of a new badge or key, a new badge application or key issue form must be completed, submittal of a police department report for stolen badges, and applicable payment of the fee(s) listed herein.

5.30. Return of Badge or Key

All badges and keys are the property of the City and must be returned to the City at the badging office within one business day (excluding weekends and City holidays) of when the Contract Worker's access to a City facility is no longer required to furnish the services under this agreement. Contractor will collect a Contract Worker's badge and key(s) upon the termination of the Contract Worker's employment; when the Contractor Worker's services are no longer required at a City facility(s); or upon termination, cancellation or expiration of this agreement.

5.31. Badge and Key Fees

The following constitute the badge and key fees under this agreement, which shall be paid for at the Contractor's sole cost and expense, unless otherwise provided for in the scope of work. The City reserves the right to amend these fees upon a 30-day prior written notice to Contractor.

Initial Badge Fee: \$55.00 per application

Replacement Badge Fee: \$55.00 per badge

Lost/Stolen Badge Fee: \$55.00 per badge

Replacement Key Fee: \$55.00 per key

Replacement Locks: \$55.00 per lock

5.32. Background Screening – Standard Risk

- A. Determined Risk Level: The current risk level and background screening required is STANDARD RISK LEVEL
- B. Standard Risk Level: A standard risk background screening will be performed when the Contract Worker's work assignment will:
 - 1. require a badge or key for access to City facilities; or
 - 2. allow any access to sensitive, confidential records, personal identifying information or restricted City information; or
 - 3. allow unescorted access to City facilities during normal and non-business hours.
- C. Requirements: The background screening for this standard risk level will include a background check for real identity/legal name and will include felony and misdemeanor records from any county in the United States, the state of Arizona, plus any other jurisdiction where the Contractor worker has lived at any time in the preceding seven years from the Contract Worker's proposed date of hire.
- D. Contractor Certification; City Approval of Background Screening: Unless otherwise provided for in the Scope, Contractor will be responsible for:
 - 1. determining whether Contract Worker(s) are disqualified from performing work for the City for standard risk level background checks; and,
 - 2. for reviewing the results of the background check every five years; and,
 - 3. to engage in whatever due diligence is necessary to make the decision on whether to disqualify a Contract Worker; and,
 - 4. Submitting the list of qualified Contract Workers to the contracting department.
 - 5. For sole proprietors, the Contractor must comply with the background check for himself and any business partners, or members or employees who will assist on the contract and for whom the requirements of the Agreement apply.

6. By executing this agreement, Contractor certifies and warrants that Contractor has read the background screening requirements and criteria in this section, and that all background screening information furnished to the City is accurate and current. Also, by executing this agreement, Contractor further certifies and warrants that Contractor has satisfied all background screening requirements for the standard risk background screening, and verified legal worker status, as required.

6. DEFENSE AND INDEMNIFICATION

6.1. Standard General Defense and Indemnification

Contractor ("Indemnitor") must defend, indemnify, and hold harmless the City of Phoenix and its officers, officials (elected or appointed), agents, and employees ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses or expenses (including but not limited to court costs, attorney fees, expert fees, and costs of claim processing, investigation and litigation) of any nature or kind whatsoever ("Losses") caused, or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of Indemnitor or any of its owners, officers, directors, members, managers, agents, employees or subcontractors ("Indemnitor's Agents") arising out of or in connection with this Contract. This defense and indemnity obligation includes holding Indemnitee harmless for any Losses arising out of or recovered under any state's Workers' Compensation Law or arising out of the failure of Indemnitor or Indemnitor's Agents to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. Indemnitor's duty to defend Indemnitee accrues immediately at the time a claim is threatened or a claim is made against Indemnitee, whichever is first. Indemnitor's duty to defend exists regardless of whether Indemnitor is ultimately found liable. Indemnitor must indemnify Indemnitee from and against any and all Losses, except where it is proven that those Losses are solely a result of Indemnitee's own negligent or willful acts or omissions. Indemnitor will be responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Contract, Indemnitor waives all rights of subrogation against Indemnitee for losses arising from the work performed by Indemnitor or Indemnitor's Agents for the City of Phoenix. The obligations of Indemnitor under this provision survive the termination or expiration of this Contract.

7. INSURANCE REQUIREMENTS

7.1. Contractor's Insurance

Contractor and subcontractors must procure insurance against claims that may arise from or relate to performance of the work hereunder by Contractor and its agents, representatives, employees and subcontractors. Contractor and subcontractors must maintain that insurance until all their obligations have been discharged, including any warranty periods under this Contract. The City in no way warrants that the limits stated in this section are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors and Contractor may purchase additional insurance as they determine necessary.

7.2. Scope and Limits of Insurance

Contractor must provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the liability limits provided that (1) the coverage is written on a "following form" basis, and (2) all terms under each line of coverage below are met.

7.3. Commercial General Liability: Occurrence Form (or Garage Liability)

General Aggregate \$2,000,000

Premises and Operations \$1,000,000

Products – Completed Operations Aggregate \$1,000,000

Personal and Advertising Injury \$1,000,000

Each Occurrence \$1,000,000

- The policy must name the City of Phoenix as an additional insured with respect to liability for bodily injury, property damage and personal and advertising injury with respect to premises, ongoing operations, products and completed operations and liability assumed under an insured contract arising out of the activities performed by, or on behalf of the Contractor related to this Contract.
- There shall be no endorsement or modification which limits the scope of coverage or the policy limits available to the City of Phoenix as an additional insured.
- City of Phoenix is an additional insured to the full limits of liability purchased by the Contractor.
- The Contractor's insurance coverage must be primary and non-contributory with respect to any insurance or self-insurance carried by the City.
- Coverage must be endorsed to include Garagekeepers liability for vehicles being repaired, stored or transported by contractor, written on a Direct Primary basis with \$1,000,000 per Occurrence and \$100,000 for each Auto.
- Policy must include coverage for losses occurring on the garage premises or due to operations necessary and incidental to the garage business, or automobile service and repair operations.

7.4. Automobile Liability

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

Combined Single Limit (CSL) \$1,000,000

- The policy must be endorsed to include the City of Phoenix as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, relating to this Contract.
- The policy must be endorsed to include coverage for towing (if towing services are included in the Scope of Services in the Contract or part of the normal operations of the Contractor.)
- City of Phoenix is an additional insured to the full limits of liability purchased by the Contractor.
- The Contractor's insurance coverage must be primary and non-contributory with respect to any insurance or self-insurance carried by the City.

7.5. Worker's Compensation and Employers' Liability

Workers' Compensation Statutory

Employers' Liability:

Each Accident \$100,000

Disease – Each Employee \$100,000

Disease – Policy Limit \$500,000

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

7.6. Notice of Cancellation

For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to the City, within 5 business days of receipt, a notice if a policy is suspended, voided or cancelled for any reason. Such notice must be mailed, emailed, or hand delivered to City of Phoenix Public Works Department, Procurement Division, 200 W. Washington Street, 7th floor, Phoenix, AZ 85003.

7.7. Acceptability of Insurers

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

7.8. Verification of Coverage

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

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

All certificates required by this Contract must be sent directly to City of Phoenix Public Works Department, Procurement Division, 200 W. Washington Street, 7th floor, Phoenix, AZ 85003. The City project/contract number and project description must be noted on the certificate of insurance. The City reserves the right to review complete copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY'S RISK MANAGEMENT DIVISION.**

7.9. Subcontractors

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

7.10. Approval

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

8. SUBMITTALS

8.1. Copies

For In-Person and Carrier Delivery

If submitting a hardcopy offer to the City, please submit one original, 1 copy, and one electronic copy (portable thumb drive) of the Submittal Section and addenda(s). Please include updated W-9, a sample invoice and all other required documentation.

For Electronic Submittal via email

If submitting an electronic offer to the City via email, please submit one copy of the Submittal Section and addenda(s). Please include an updated W-9, a sample invoice and all other required documentation.

Please submit only the Submittal Section, do not submit a copy of the entire solicitation document. This Offer will remain in effect for a period of 180 calendar days from the opening date, and is irrevocable unless it is in the City's best interest to release offer(s).

Please DO NOT submit links to Google Docs, Dropbox Paper, or similar services. Your offer may be deemed non-responsive if your offer is supplied utilizing these services.

Additional required documentation to be included with submittal:

Offeror will submit documentation on the below items for employees who will be providing services under any resulting contract:

• Service Technicians Name and Years of Experience

8.2. Solicitation Response Check List

Use this check list as a tool to review your submission to ensure that all required documents and forms are included.

The written offer should be:

- Typewritten for ease of evaluation
 - Signed by an authorized representative of the Offeror
 - Submitted with contact information for the individual(s) authorized to negotiate with the City
- A. Offeror's Proposal - A detailed proposal describing the firm or individual's qualifications and experience responsive to the requirements of the solicitation and evaluation criteria.
 - B. Pricing Proposal - A completed pricing proposal with all requested prices, quantities, and/or discounts completed.
 - C. Submittal Forms - All submittal forms are completed and signed.
 - D. Addenda - Signed copies of all published addenda.

Offers must be in possession of the Department on or prior to the exact time and date indicated in the Schedule of Events. Late offers will not be considered. Electronic submission is preferred. Due to file size limitations for electronic transmission, offers sent by email may need to be sent in parts with multiple emails. It is the responsibility of the Offeror to ensure that the offer is received timely and that there are no technical reasons for delay. Please refer to the Instructions Section for complete information regarding the submission of offers.

8.3. Additional Quantities

By signing and submitting this solicitation, Offeror agrees that the City may, at any time prior to NO VALUE, purchase additional quantities up to and including 100 percent of the quantities specified at these solicitation prices and conforming to solicitation specifications.

OR

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

Note: Offers taking exception to this option for additional quantities clause shall indicate in their offer.

8.4. Catalogs and Price Lists

Contractor must provide with its submittal the date of the current manufacturer's price list, and must identify the catalog that will be in effect at the commencement of the contract and from which the discounts offered will be evaluated. City's Finance Procurement Division must be informed 60 days in advance of any new price list or catalogs and the respective date(s). Any terms and conditions contained in the parts price list(s) or product catalog(s) submitted shall not take precedence over the City's terms and conditions specified herein. All invoices must include the manufacturer's part number, list price and discount percentage, net price extended and totaled. The City reserves the right to request a hard copy of the manufacturer's documented price listing for any item(s) invoiced.

EMERGENCY 24-HOUR SERVICE CONTACT

(please complete and return with the submittal)

Contact Name:

Reed Candler

Telephone Number:

602-373-7952

Alternate Contact:

Mike Biciolis

Telephone Number:

602-677-5505

WARRANTY

(please complete and return with the submittal)

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

Contractor

Rush Truck Centers of Arizona

Address

9600 W Roosevelt St

City, State, Zip Code

Tolleson, AZ 85353

ADDENDUM 1

(please sign and return with the submittal)

CHANGES

Change 1 – Section 3 SCOPE OF WORK, Subsection 3.10 ESTIMATE / INVOICE REQUIREMENTS (I) to be amended as read below:

- I. Invoices must include labor hours, contracted labor rate, and parts utilized, including part number, part description, part/labor quantities with part cost (including list and net pricing to verify part discount or mark-up), and the contract labor rate. The invoice must also include the complaint, cause, and correction narrative for each vendor's repair job.

Change 2 – Section 3 SCOPE OF WORK, Subsection 3.12 WARRANTY to be amended as read below:

- 3.12 All warranty work will be completed within 4 business days. The Contractor will warranty all labor and installation for the length of the OEM warranty or twelve (12) months/24,000 miles (800 Hours), whichever comes first. A "NO CHARGE" invoice will be provided for all warranty repairs detailing: failure, possible cause, parts descriptions and detailed description of labor performed.

Change 3 – Section 5 SPECIAL TERMS AND CONDITIONS, Subsection 5.16 WARRANTY to be amended as read below:

- 5.16 All warranty work will be completed within 4 business days. The Contractor will warranty all labor and installation for the length of the OEM warranty or twelve (12) months/24,000 miles (800 Hours), whichever comes first. A "NO CHARGE" invoice will be provided for all warranty repairs detailing: failure, possible cause, parts descriptions and detailed description of labor performed.

DELETE AND REPLACE

Replace Bid Price Schedule Group 1, and Group 2 with new version Revised Bid Price Schedule Group 1, and Group 2. – This is separately attached at:
<https://solicitations.phoenix.gov/>

The balance of the specifications and instructions remain the same. Bidder must acknowledge receipt and acceptance of this addendum by signing below and returning the entire addendum with the bid or proposal submittal.

Name of Company:

Rush Truck Centers of Arizona, Inc. DBA Rush Truck Centers
Phoenix

Address:

9600 W Roosevelt St

Authorized Signature:

[Signature]

IFB 24-FSD-001
Title: VEHICLE MAINTENANCE AND REPAIR SERVICES
Offer Due Date: February 15, 2023



Print Name and Title:

Reed Candler Service Manager

ADDENDUM 2

(please sign and return with the submittal)

QUESTIONS AND ANSWERS:

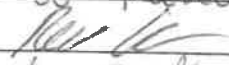
Note: Spelling, grammar, and punctuation of the questions are shown exactly as submitted by the potential respondents.

No.	Question	Answer
1.	You have 22 locations...13 are workable for us. Can we pick those 13? Or do we have to take a 22 locations?	All locations under section 3.19 (Service Locations) are required for vendors to provide service. It should be noted that additional locations may be added as needed. See 3.19 Service Locations
2.	Is the agency open to receiving alternate proposals that may propose certain exceptions to or modifications of proposed contract terms? If so, are there any limits on alternate proposals?	See 2.7 Exceptions in the Solicitation
3.	Are COVID-19 related delays considered a force majeure exception or otherwise excusable delay?	No
4.	Can a bidder present its standard commercial warranty as part of its proposal as long as the term of the commercial warranty meets or exceeds the warranty period required in the solicitation?	Warranties posted in the solicitation are the minimum required. If a vendor decides to exceed warranty terms, that is solely the decision of each respective bidder.
5.	Will the agency accept a limitation of liability clause that caps the contractor's contractual liability for a breach of contract at two times the awarded contract price, keeping in mind that the cap would not apply to indemnification claims or violations of law?	No.
6.	Will the agency agree to a contractual provision indicating that the contractor's indemnification obligation is limited to third party claims arising from personal injury, death, or damage to real or tangible property to the extent caused by the contractor's gross negligence or willful misconduct?	No.
7.	What is the process for bidders to obtain bidding results after the bid has closed? Will a detailed bid tabulation be provided once contract is awarded?	See 2.15 Offer Results in the Solicitation
8.	Will the agency accept a warranty that disclaims the implied warranties of	Warranties shall be fulfilled as described in the solicitation.



	merchantability and fitness for a particular purpose?	
--	-------------------------------------------------------	--

The balance of the specifications and instructions remain the same. Bidder must acknowledge receipt and acceptance of this addendum by signing below and returning the entire addendum with the bid or proposal submittal.

Name of Company: Rush Truck Centers of Arizona, Inc DBA Rush Truck Center, Phoenix
Address: 9600 W Roosevelt St Tolleson, AZ 85353
Authorized Signature: 
Print Name and Title: Reed Candler Service Manager

ADDENDUM 3


(please sign and return with the submittal)

CHANGES

Change 1 – Section 2 INSTRUCTIONS, Subsection 2.13 SUBMISSION OF OFFER, For Electronic Submittal paragraph only, email address should be amended to pwd.solicitations@phoenix.gov

For Electronic Submittal: Please submit your response via email to pwd.solicitations@phoenix.gov. The date and time on the email will provide proof of submission and verification if the Offer was received on or prior to the due date and time specified. **Please identify the solicitation number and title in the subject line of the email when submitting the Offer.**

The balance of the specifications and instructions remain the same. Bidder must acknowledge receipt and acceptance of this addendum by signing below and returning the entire addendum with the bid or proposal submittal.

Name of Company: Rush Truck Centers of Arizona, Inc DBA Rush Truck Center-Pho
Address: 9600 W Roosevelt St Tolleson, AZ 85353
Authorized Signature: 
Print Name and Title: Reed Candler Service Manager

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
RUSH TRUCK CENTERS OF ARIZONA, INC., DBA RUSH TRUCK CENTER, PHOENIX**

EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

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

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Statement of Work must not exceed \$500,000 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

Maintenance and repair services to heavy-duty vehicles and equipment, on an as-needed basis.



REVISED BID PRICE SCHEDULE - Group 1 - OEM
IFB 24-FSD-001 VEHICLE MAINTENANCE AND REPAIR SERVICES
REQUIREMENTS CONTRACT

CITY OF PHOENIX
Procurement Division
200 W. Washington St.
7th Floor
Phoenix, AZ 85003
Phone: (602) 495-3606

Group 1 - OEM AUTHORIZED REPAIR CENTER
Category H - CLASS 7 TRUCKS: GVWR 26,001 to 33,000 lbs. (Whole Unit Repairs)

Check One:
 Bidding
 Not Bidding

OFFEROR NAME

Rush Truck Centers of Arizona, Inc. DBA Rush Truck Center, Phoenix

- Offeror shall not modify this form in any way other than providing information and prices as requested.
- Prices shall be all inclusive with the exception of applicable taxes.
- Offeror shall provide the requested information for each Group/Category for which they are submitting bids. Failure to provide this information may be considered as non-responsive and rejected.

MANUFACTURERS

For the manufacturers below, please select those covered for whom the offeror is an authorized warranty vendor.

<input type="checkbox"/> CHEVROLET	<input type="checkbox"/> LENC0	<input checked="" type="checkbox"/>	OTHER: Peterbilt	CAT	Cummins
<input type="checkbox"/> GMC	<input type="checkbox"/> MACK		Eaton	Allison	
<input type="checkbox"/> FORD	<input type="checkbox"/> VOLVO				
<input type="checkbox"/> AUTOCAR	<input type="checkbox"/> CRANE CARRIER/BATTLE MTRS				
<input type="checkbox"/> EZ-LINER	<input type="checkbox"/> PETERBILT				
<input type="checkbox"/> NIKOLA	<input type="checkbox"/> PIERCE				
<input type="checkbox"/> XOS	<input type="checkbox"/> ROSENBAUER				
<input type="checkbox"/> FREIGHTLINER	<input type="checkbox"/> E-ONE				
<input type="checkbox"/> INTERNATIONAL	<input type="checkbox"/> AMERICAN LAFRANCE				
<input type="checkbox"/> SAULSBURY	<input type="checkbox"/> OSHKOSH/STRIKER				

ELECTRIC, HYBRID, AND/OR OTHER TYPES OF VEHICLES AND EQUIPMENT

Indicate ability to provide services for vehicle and equipment types listed below.

<input checked="" type="checkbox"/> ELECTRIC	<input checked="" type="checkbox"/> VEHICLE	and/or	<input type="checkbox"/> EQUIPMENT
<input type="checkbox"/> HYBRID	<input type="checkbox"/> VEHICLE	and/or	<input type="checkbox"/> EQUIPMENT
<input type="checkbox"/> OTHER	<input type="checkbox"/> VEHICLE	and/or	<input type="checkbox"/> EQUIPMENT

LABOR

Shop Hourly Labor Rate* \$ 133.00 Per Hour
 Shop Hourly Labor Rate after Normal Business Hours \$ 133.00 Per Hour
 Pick-up and/or Delivery Fee, (Provide One-Way Rate) \$ Per Trip

Optional: No Bid - Indicate N/A
 On-site Hourly Labor Rate \$ 133.00 Per Hour
 On-site Hourly Labor Rate After Normal Business Hours \$ 133.00 Per Hour
 On-site Travel Charge (Per Job/Per Vehicle) \$ 133.00 Per Trip

Current published industry labor guide: OEM Labor Time Guide
 Published Date: 2020

* - Shop Hourly Labor Rate to Determine Low Bid

PARTS DISCOUNT

Part Cost (Choose One) From OEM Replacement Parts Catalog/Price List: Mark-up \$ 22.22
 Discount

Catalog/Price List Name: Our Cost: 8.57%-72.50% depending on vendor. See attached price sheet.
 Catalog/Price List Number: Corporate Purchasing
 Catalog/Price List Date: Peterbilt 1/1 and 7/1, CAT and Cummins 1/1

Part Cost (Choose One) From OEM Replacement Parts Catalog/Price List: Mark-up % 27
 Discount

Catalog/Price List Name: Rig Tough
 Catalog/Price List Number: Corporate Purchasing
 Catalog/Price List Date: 1-Jan

SYSTEM COMPONENTS

Indicate which system components your establishment services
Check all that apply

<input checked="" type="checkbox"/> ENGINE / POWERPLANT	<input checked="" type="checkbox"/> BRAKES
<input checked="" type="checkbox"/> DRIVE TRAIN	<input checked="" type="checkbox"/> REFRIGERATION / HEATING
<input checked="" type="checkbox"/> LIGHTS / ELECTRICAL	<input checked="" type="checkbox"/> HYDRAULIC SYSTEM, GENERAL
<input checked="" type="checkbox"/> STEERING / SUSPENSION	<input checked="" type="checkbox"/> INSTRUMENTS / ACCESSORIES
<input checked="" type="checkbox"/> FUEL SYSTEM	<input type="checkbox"/> OTHER



REVISED BID PRICE SCHEDULE - Group 1 - OEM
 IFB 24-FSD-001 VEHICLE MAINTENANCE AND REPAIR SERVICES
 REQUIREMENTS CONTRACT

CITY OF PHOENIX
 Procurement Division
 200 W. Washington St.
 7th Floor
 Phoenix, AZ 85003
 Phone: (602) 495-3606

Group 1 - OEM AUTHORIZED REPAIR CENTER
 Category I - CLASS 8 TRUCKS: GVWR 33,001 lbs. & greater (Whole Unit Repairs)

Check One:
 Bidding
 Not Bidding

OFFEROR NAME: Rush Truck Centers of Arizona, Inc. DBA Rush Truck Center, Phoenix

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

MANUFACTURERS

For the manufacturers below, please select those covered for whom the offeror is an authorized warranty vendor.

<input type="checkbox"/> AUTOCAR	<input type="checkbox"/> MACK	<input checked="" type="checkbox"/> OTHER: Allison	<input type="checkbox"/> CAT	<input type="checkbox"/> Cummins
<input type="checkbox"/> CHEVROLET	<input type="checkbox"/> VOLVO		<input type="checkbox"/> Eaton	
<input type="checkbox"/> EZ-LINER	<input type="checkbox"/> CRANE CARRIER/BATTLE MTRS.			
<input type="checkbox"/> FORD	<input checked="" type="checkbox"/> PETERBILT			
<input type="checkbox"/> GMC	<input type="checkbox"/> PIERCE			
<input type="checkbox"/> LENC0	<input type="checkbox"/> ROSENBAUER			
<input type="checkbox"/> NIKOLA	<input type="checkbox"/> E-ONE			
<input type="checkbox"/> XOS	<input type="checkbox"/> AMERICAN LAFRANCE			
<input type="checkbox"/> FREIGHTLINER	<input type="checkbox"/> OSHKOSH/STRIKER			
<input type="checkbox"/> STERLING	<input type="checkbox"/> INTERNATIONAL			
	<input type="checkbox"/> SAULSBURY			

ELECTRIC, HYBRID, AND/OR OTHER TYPES OF VEHICLES AND EQUIPMENT

Indicate ability to provide services for vehicle and equipment types listed below.

<input checked="" type="checkbox"/> ELECTRIC	<input checked="" type="checkbox"/> VEHICLE	and/or	<input type="checkbox"/> EQUIPMENT
<input type="checkbox"/> HYBRID	<input type="checkbox"/> VEHICLE	and/or	<input type="checkbox"/> EQUIPMENT
<input type="checkbox"/> OTHER	<input type="checkbox"/> VEHICLE	and/or	<input type="checkbox"/> EQUIPMENT

LABOR

Shop Hourly Labor Rate* \$ 133.00 Per Hour
 Shop Hourly Labor Rate after Normal Business Hours \$ 133.00 Per Hour
 Pick-up and/or Delivery Fee. (Provide One-Way Rate) \$ Per Trip

Optional: No Bid - Indicate N/A
 On-site Hourly Labor Rate \$ 133.00 Per Hour
 On-site Hourly Labor Rate After Normal Business Hours \$ 133.00 Per Hour
 On-site Travel Charge (Per Job/Per Vehicle) \$ 133.00 Per Trip

Current published industry labor guide: OEM Labor Time Guide
 Published Date:

* - Shop Hourly Labor Rate to Determining Low Bid

PARTS DISCOUNT

Part Cost (Choose One) From OEM Replacement Parts Catalog/Price List

Mark-up	22.22
Discount	

Catalog/Price List Name: Our Cost+ 8.5%-72.50% depending on vendor. See attached
 Catalog/Price List Number: Corporate Purchasing
 Catalog/Price List Date: Peterbilt 1/1 and 7/1 CAT and Cummins 1/1

Part Cost (Choose One) From OEM Replacement Parts Catalog/Price List

Mark-up	27
Discount	

Catalog/Price List Name: Rig Tough
 Catalog/Price List Number: Corporate Purchasing
 Catalog/Price List Date: 1-Jan

SYSTEM COMPONENTS

Indicate which system components your establishment services
 Check all that apply

<input checked="" type="checkbox"/> ENGINE / POWERPLANT	<input checked="" type="checkbox"/> BRAKES
<input checked="" type="checkbox"/> DRIVE TRAN	<input checked="" type="checkbox"/> REFRIGERATION / HEATING
<input checked="" type="checkbox"/> LIGHTS / ELECTRICAL	<input checked="" type="checkbox"/> HYDRAULIC SYSTEM, GENERAL
<input checked="" type="checkbox"/> STEERING / SUSPENSION	<input checked="" type="checkbox"/> INSTRUMENTS / ACCESSORIES
<input checked="" type="checkbox"/> FUEL SYSTEM	<input type="checkbox"/> OTHER



REVISED BID PRICE SCHEDULE - Group 2 - Non OEM
IFB 24-FSD-001 VEHICLE MAINTENANCE AND REPAIR SERVICES
REQUIREMENTS CONTRACT

CITY OF PHOENIX
Procurement Division
200 W. Washington St.
7th Floor
Phoenix, AZ 85003
Phone: (602) 495-3606

Group 2 - NON OEM REPAIR CENTER
Category H - CLASS 7 TRUCKS: GVWR 26,001 to 33,000 lbs. (After-Market Service)

Check One:
 Bidding
 Not Bidding

OFFEROR NAME

Rush Truck Centers of Arizona, Inc. DBA Rush Truck Center, Phoenix

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

MANUFACTURERS

For the manufacturers below, please select those covered for whom the offeror is an authorized warranty vendor.

- | | | |
|---------------------------------------------------|-----------------------------------------------------|--------------------------------------|
| <input type="checkbox"/> CHEVROLET | <input type="checkbox"/> LENC0 | <input type="checkbox"/> OTHER _____ |
| <input type="checkbox"/> GMC | <input checked="" type="checkbox"/> MACK | _____ |
| <input type="checkbox"/> FORD | <input checked="" type="checkbox"/> VOLVO | _____ |
| <input checked="" type="checkbox"/> AUTOCAR | <input type="checkbox"/> CRANE CARRIER/BATTLE MTRS. | _____ |
| <input type="checkbox"/> EZ-LINER | <input type="checkbox"/> PETERBILT | _____ |
| <input type="checkbox"/> NIKOLA | <input type="checkbox"/> PIERCE | _____ |
| <input type="checkbox"/> XOS | <input type="checkbox"/> ROSENBAUER | _____ |
| <input checked="" type="checkbox"/> FREIGHTLINER | <input type="checkbox"/> E-ONE | _____ |
| <input checked="" type="checkbox"/> INTERNATIONAL | <input type="checkbox"/> AMERICAN LAFRANCE | _____ |
| <input type="checkbox"/> SAULSBURY | <input type="checkbox"/> OSHKOSH/STRIKER | _____ |

ELECTRIC, HYBRID, AND/OR OTHER TYPES OF VEHICLES AND EQUIPMENT

Indicate ability to provide services for vehicle and equipment types listed below.

- | | | | |
|-----------------------------------|----------------------------------|--------|------------------------------------|
| <input type="checkbox"/> ELECTRIC | <input type="checkbox"/> VEHICLE | and/or | <input type="checkbox"/> EQUIPMENT |
| <input type="checkbox"/> HYBRID | <input type="checkbox"/> VEHICLE | and/or | <input type="checkbox"/> EQUIPMENT |
| <input type="checkbox"/> OTHER | <input type="checkbox"/> VEHICLE | and/or | <input type="checkbox"/> EQUIPMENT |

LABOR

Shop Hourly Labor Rate* \$ 133.00 Per Hour
Shop Hourly Labor Rate after Normal Business Hours \$ 133.00 Per Hour
On-site Travel Charge (Per Job/Per Vehicle) \$ _____ Per Trip

Optional: No Bid - Indicate N/A
On-site Hourly Labor Rate \$ 133.00 Per Hour
On-site Hourly Labor Rate After Normal Business Hours \$ 133.00 Per Hour
On-site Hourly Labor Rate for Emergency Repairs \$ 133.00 Per Trip

Current published industry labor guide _____ OEM Labor Time Guide _____
Published Date: 2020

* - Shop Hourly Labor Rate to Determine Low Bid

PARTS PRICING

Part Cost for OEM Replacement Parts (Choose One):
Mark-up % 30
Discount

Part Cost for OEM Equivalent Parts (Choose One):
Mark-up % 30
Discount

*Supporting documentation must be submitted with every invoice for parts pricing.

SYSTEM COMPONENTS

Indicate which system components your establishment services
Check all that apply

- | | |
|-----------------------------------------------------------|---------------------------------------------------------------|
| <input checked="" type="checkbox"/> ENGINE / POWERPLANT | <input checked="" type="checkbox"/> BRAKES |
| <input checked="" type="checkbox"/> DRIVE TRAN | <input checked="" type="checkbox"/> REFRIGERATION / HEATING |
| <input checked="" type="checkbox"/> LIGHTS / ELECTRICAL | <input checked="" type="checkbox"/> HYDRAULIC SYSTEM, GENERAL |
| <input checked="" type="checkbox"/> STEERING / SUSPENSION | <input checked="" type="checkbox"/> INSTRUMENTS / ACCESSORIES |
| <input checked="" type="checkbox"/> FUEL SYSTEM | <input type="checkbox"/> OTHER |



REVISED BID PRICE SCHEDULE - Group 2 - Non OEM
 IFB 24-FSD-001 VEHICLE MAINTENANCE AND REPAIR SERVICES
 REQUIREMENTS CONTRACT

CITY OF PHOENIX
 Procurement Division
 200 W. Washington St.
 7th Floor
 Phoenix, AZ 85003
 Phone: (602) 495-3606

Group 2 - NON OEM REPAIR CENTER
 Category 1 - CLASS 8 TRUCKS: GVWR 33,001 lbs. & greater (After-Market Service)

Check One:
 Bidding
 Not Bidding

OFFEROR NAME

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

MANUFACTURERS

For the manufacturers below, please select those covered for whom the offeror is an authorized warranty vendor.

<input type="checkbox"/> AUTOCAR	<input checked="" type="checkbox"/> MACK	<input type="checkbox"/> OTHER: _____
<input type="checkbox"/> CHEVROLET	<input checked="" type="checkbox"/> VOLVO	_____
<input type="checkbox"/> EZ-LINER	<input type="checkbox"/> CRANE CARRIER/BATTLE MTRS.	_____
<input type="checkbox"/> FORD	<input type="checkbox"/> PETERBILT	_____
<input type="checkbox"/> GMC	<input type="checkbox"/> PIERCE	_____
<input type="checkbox"/> LENC0	<input type="checkbox"/> ROSENBAUER	_____
<input type="checkbox"/> NIKOLA	<input type="checkbox"/> E-ONE	_____
<input type="checkbox"/> XOS	<input type="checkbox"/> AMERICAN LAFRANCE	_____
<input checked="" type="checkbox"/> FREIGHTLINER	<input type="checkbox"/> OSHKOSH/STRIKER	_____
<input type="checkbox"/> STERLING	<input checked="" type="checkbox"/> INTERNATIONAL	_____
	<input type="checkbox"/> SAULSBURY	_____

ELECTRIC, HYBRID, AND/OR OTHER TYPES OF VEHICLES AND EQUIPMENT

Indicate ability to provide services for vehicle and equipment types listed below.

<input type="checkbox"/> ELECTRIC	<input type="checkbox"/> VEHICLE	and/or	<input type="checkbox"/> EQUIPMENT
<input type="checkbox"/> HYBRID	<input type="checkbox"/> VEHICLE	and/or	<input type="checkbox"/> EQUIPMENT
<input type="checkbox"/> OTHER	<input type="checkbox"/> VEHICLE	and/or	<input type="checkbox"/> EQUIPMENT

LABOR

Shop Hourly Labor Rate* \$ 133.00 Per Hour
 Shop Hourly Labor Rate after Normal Business Hours \$ 133.00 Per Hour
 Pick-up and/or Delivery Fee, (Provide One-Way Rate) \$ - Per Trip

Optional: No Bid - Indicate N/A

On-site Hourly Labor Rate \$ 133.00 Per Hour
 On-site Hourly Labor Rate After Normal Business Hours \$ 133.00 Per Hour
 On-site Travel Charge (Per Job/Per Vehicle) \$ 133.00 Per Trip

Current published industry labor guide _____ OEM Labor Time Guide _____

Published Date: 2020

* - Shop Hourly Labor Rate to Determine Low Bid

PARTS PRICING

Part Cost for OEM Replacement Parts (Choose One):
 Mark-up % 30
 Discount

Part Cost for OEM Equivalent Parts (Choose One):
 Mark-up % 30
 Discount

*Supporting documentation must be submitted with every invoice for parts pricing

SYSTEM COMPONENTS

Indicate which system components your establishment services
 Check all that apply

<input checked="" type="checkbox"/> ENGINE / POWERPLANT	<input checked="" type="checkbox"/> BRAKES
<input checked="" type="checkbox"/> DRIVE TRAN	<input checked="" type="checkbox"/> REFRIGERATION / HEATING
<input checked="" type="checkbox"/> LIGHTS / ELECTRICAL	<input checked="" type="checkbox"/> HYDRAULIC SYSTEM, GENERAL
<input checked="" type="checkbox"/> STEERING / SUSPENSION	<input checked="" type="checkbox"/> INSTRUMENTS / ACCESSORIES
<input checked="" type="checkbox"/> FUEL SYSTEM	<input type="checkbox"/> OTHER