

AMENDMENT NO. 1
LINKING AGREEMENT
CITY OF GLENDALE, Contract No. C20-0292

This Amendment No. 1 ("Amendment") to the Linking Agreement ("Agreement") is made this _____ day of _____, 2024, ("Effective Date"), by and between the City of Glendale, an Arizona municipal corporation ("City") and Fire Truck Solutions, LLC, ("Fire Truck Solutions") a Delaware limited liability company, authorized to do business in Arizona ("Contractor").

RECITALS

- A. On March 24, 2020, City and H&E Equipment Services, Inc., ("Contractor") entered into a Linking Agreement, Contract No. C20-0292, to purchase the goods and services described in the Fire Apparatus Maintenance and Repair Services Contract with City of Tempe, Contract #T20-053-01 ("Agreement"); and
- B. On January 6, 2022, the City and Contractor entered into Contract Extension No. 1, extending the term of the Linking Agreement from January 17, 2022 through January 13, 2023; and
- C. On March 3, 2023, the City and Contractor entered into Contract Extension No. 2, extending the term of the Linking Agreement from January 17, 2023 through January 16, 2024; and
- D. As documented in the letter from H&E Equipment Services, Inc., dated October 27, 2023, attached as Exhibit D, effective September 25, 2023, Fire Truck Solutions purchased all of the right, title and interest and all or substantially all of the fire truck and apparatus business of H&E Equipment Services, Inc., including the right and obligation to perform under this Agreement. H&E retained only its equipment rental business. By executing this Amendment, Fire Truck Solutions agreed to perform and be bound by all the terms and conditions of this Agreement, including any amendment hereto; and
- D. City and Contractor wish to modify and amend the Agreement subject to and strictly in accordance with the terms of this Amendment to assign and substitute all rights, obligations, performance requirements and liabilities hereunder to Fire Truck Solutions, LLC.

AGREEMENT

In consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Contractor hereby agree as follows:

- 1. **Recitals.** The recitals set forth above are not merely recitals but form an integral part of this Amendment.
- 2. **Term.** The term of the Agreement is extended from January 17, 2024 through January 16, 2025.
- 3. **Scope of Work.** The Scope of Work is unchanged.

4. **Compensation.** The Compensation Amount is unchanged.
5. **Insurance Certificate.** Current certificate will expire on September 25, 2024. A new certificate applying to the extended term must be provided prior to this date to Materials Management and the Contract Administrator.
6. **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.
7. **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.
8. **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.
9. **Attestation of PCI Compliance.** When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.
10. **Assignment and Ratification of Agreement.** City and Contractor hereby agree that Fire Truck Solutions, LLC shall be substituted for, shall comply with all terms and conditions, shall perform all requirements and obligations the provisions of the Agreement and shall enjoy all rights and benefits conferred on Contractor under this Agreement, including the assignment of payment for any outstanding purchases or orders. This Agreement shall remain in full force and effect and that if any provision of this Amendment conflicts with the Agreement, then the provisions of this Amendment shall prevail.

[Signatures on the following page.]

CITY OF GLENDALE, an Arizona
municipal corporation

Kevin R. Phelps, City Manager

ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

Fire Truck Solutions, LLC,
a Delaware limited liability company



By: Steven Slatzer

Its: Vice President, Administration

**LINKING AGREEMENT
BETWEEN THE CITY OF GLENDALE, ARIZONA
AND
FIRE TRUCK SOLUTIONS, LLC**

**EXHIBIT A
CITY OF TEMPE
CONTRACT NO. T20-053-01
FIRE APPARATUS MAINTENANCE AND REPAIR SERVICES**



Financial Services
Procurement Office
20 E 6th Street
Tempe, AZ 85281

Contract Renewal Notice

Contract Number: T20-053-01
Contract Description: Fire Apparatus Maintenance and Repair Services

Date November 16, 2023

102117

Fire Truck Solutions LLC
Steve Slatzer
PO BOX 20396
Phoenix, AZ 85036

Renewal Information

Beginning January 17, 2024
Ending January 16, 2025
Renewal 3 of 3

Contract Renewal Information

The City of Tempe is requesting renewal of the above mentioned contract under the same terms and conditions at either current contract prices/discounts or at prices/discounts more favorable to the City of Tempe.

If the contractor has lowered the market price(s) of any item(s) on the City's contract, then such lowered prices should be offered to the City of Tempe.

Where performance bonds and/or insurance coverage were requirements of the City's original solicitation/contract, a renewing contractor must provide evidence of bonds and/or insurance extensions as applicable to ongoing City of Tempe contract. Failure to provide insurance certificates as outlined below may result in contract cancellation.

Fire Truck Solutions LLC certifies that it is not currently engaged in, and agrees for the duration of this Contract/Agreement that it will not engage in, a boycott of Israel, as that term is defined in A.R.S. § 35-393

Contractor hereby acknowledges receipt and understanding of this Contract Renewal Notice and that a signed copy of this notice must be filed with the City of Tempe Procurement Office within thirty (30) days from the above noted issue date and the updated insurance certificates (City of Tempe included as additional insured) will be submitted.

Please note: If included, the Affidavit of Compliance form must be completed and returned with the renewal documents. This affidavit is related to the City's new anti-discrimination ordinance that requires compliance from all City contractors.

Procurement Officer	Lisa Goodman, NIGP-CPP, CPPO, CPPB	480-350-8533	lisa_goodman@tempe.gov
Procurement Specialist	Paola Leyva	480-350-8682	paola_leyva@tempe.gov

To Be Completed and Signed By Fire Truck Solutions LLC

Contract Number: T20-053-01
Contract Description: Fire Apparatus Maintenance and Repair Services

Contractor's Name: Fire Truck Solutions LLC

Contractor's Mailing Address: PO BOX 20396 Phoenix, AZ 85036

Printed name of person signing Steven Slatzer

Phone Number 480-205-0727

Email Address steve.slatzer@firetrucksolutions.com

Contractor's Authorized Signature

Steven Slatzer

Steven Slatzer, VP Administration, Fire Truck Solutions, LLC

City of Tempe Contract Renewal Acceptance

Lisa Goodman

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

Michael Greene

Michael Greene (Dec 27, 2023 13:25 MST)

Michael Greene, CPM, CPPO **Date**
Procurement Administrator



AFFIDAVIT OF COMPLIANCE WITH HOUSE BILL 2488
SUPPLIER AGREES TO NOT USE THE FORCED LABOR OF ETHNIC UYGHURS IN THE PEOPLE'S

Per House Bill 2488 approved by the Arizona Legislature, this law stipulates that a public entity may not enter into or renew a contract with a company for the acquisition or disposition of supplies, services, goods, information technology or construction unless the contract includes written certification that the company does not currently, and agrees for the duration of the contract that it will not, use:

- The forced labor of ethnic Uyghurs in the People's Republic of China;
- Any services or goods produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and
- Any suppliers, contractors or sub-contractors that use the forced labor of any services or goods produce by the forced labor of ethnic Uyghurs in the People's Republic of China

Based on the above, the supplier certifies:

Steven Slatzer
Signature

11/17/2023
Date

Steven Slatzer
Print Name

VP, Administration - Fire Truck Solutions, LLC
Title

Fire Truck Solutions, LLC
Company Name



Financial Services
Procurement Office
20 E 6th Street
Tempe, AZ 85281

Contract Renewal Notice

Contract Number: T20-053-01
Contract Description: Fire Apparatus Maintenance and Repair Services

Date October 6, 2022

76026
H&E Equipment Services
Frankie Wynn
4010 S. 22nd Street
Phoenix, AZ 85040

Renewal Information

Beginning	January 17, 2023
Ending	January 16, 2024
Renewal	2 of 3

Contract Renewal Information

The City of Tempe is requesting renewal of the above mentioned contract under the same terms and conditions at either current contract prices/discounts or at prices/discounts more favorable to the City of Tempe.

If the contractor has lowered the market price(s) of any item(s) on the City's contract, then such lowered prices should be offered to the City of Tempe.

Where performance bonds and/or insurance coverage were requirements of the City's original solicitation/contract, a renewing contractor must provide evidence of bonds and/or insurance extensions as applicable to ongoing City of Tempe contract. Failure to provide insurance certificates as outlined below may result in contract cancellation.

H&E Equipment Services certifies that it is not currently engaged in, and agrees for the duration of this Contract/Agreement that it will not engage in, a boycott of Israel, as that term is defined in A.R.S. § 35-393

Contractor hereby acknowledges receipt and understanding of this Contract Renewal Notice and that a signed copy of this notice must be filed with the City of Tempe Procurement Office within thirty (30) days from the above noted issue date and the updated insurance certificates (City of Tempe included as additional insured) will be submitted.

Please note: If included, the Affidavit of Compliance form must be completed and returned with the renewal documents. This affidavit is related to the City's new anti-discrimination ordinance that requires compliance from all City contractors.

Procurement Officer	Lisa Goodman, NIGP-CPP, CPPO, CPPB	480-350-8533	lisa_goodman@tempe.gov
Procurement Officer	Cecille Lewis	480-350-8801	cecille_lewis@tempe.gov

To Be Completed and Signed By H&E Equipment Services

Contract Number: T20-053-01
Contract Description: Fire Apparatus Maintenance and Repair Services

Contractor's Name: H&E Equipment Services

Contractor's Mailing Address: 4010 S. 22nd Street Phoenix, AZ 85040

Printed name of person signing Frankie Wynn

Phone Number 225 298-5200

Email Address fwynn@he-equipment.com

Contractor's Authorized Signature *Frankie Wynn*
Frankie Wynn (Nov 10, 2022 11:16 CST)

City of Tempe Contract Renewal Acceptance

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

Michael Greene
Michael Greene (Feb 21, 2023 17:41 MST)
Michael Greene, CPM, CPPO **Date**
Procurement Administrator



AFFIDAVIT OF COMPLIANCE WITH HOUSE BILL 2488
SUPPLIER AGREES TO NOT USE THE FORCED LABOR OF ETHNIC UYGHURS IN THE PEOPLE'S

Per House Bill 2488 approved by the Arizona Legislature, this law stipulates that a public entity may not enter into or renew a contract with a company for the acquisition or disposition of supplies, services, goods, information technology or construction unless the contract includes written certification that the company does not currently, and agrees for the duration of the contract that it will not, use:

- The forced labor of ethnic Uyghurs in the People's Republic of China;
- Any services or goods produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and
- Any suppliers, contractors or sub-contractors that use the forced labor of any services or goods produce by the forced labor of ethnic Uyghurs in the People's Republic of China

Based on the above, the supplier certifies:

Frankie Wynn

Frankie Wynn (Nov 10, 2022 11:16 CST)

Signature

Frankie Wynn

Print Name

H&E Equipment Services, Inc.

Company Name

Nov 10, 2022

Date

Dir. of Risk/Compliance Mgmt

Title



Internal Services
Procurement Office
20 E 6th Street
Tempe, AZ 85281

Contract Renewal Notice

Contract Number: T20-053-01
Contract Description: Fire Apparatus Maintenance and Repair Services

Date November 3, 2021

76026

H&E Equipment Services

Mark Julien
4010 S. 22nd Street
Phoenix, AZ 85040

Renewal Information

Beginning January 17, 2022
Ending January 13, 2023
Renewal 1 of 3

Contract Renewal Information

The City of Tempe is requesting renewal of the above mentioned contract under the same terms and conditions at either current contract prices/discounts or at prices/discounts more favorable to the City of Tempe.

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Where performance bonds and/or insurance coverage were requirements of the City's original solicitation/contract, a renewing contractor must provide evidence of bonds and/or insurance extensions as applicable to ongoing City of Tempe contract. Failure to provide insurance certificates as outlined below may result in contract cancellation.

H&E Equipment Services certifies that it is not currently engaged in, and agrees for the duration of this Contract/Agreement that it will not engage in, a boycott of Israel, as that term is defined in A.R.S. § 35-393

Contractor hereby acknowledges receipt and understanding of this Contract Renewal Notice and that a signed copy of this notice must be filed with the City of Tempe Procurement Office within thirty (30) days from the above noted issue date and the updated insurance certificates (City of Tempe included as additional insured) will be submitted.

Please note: If included, the Affidavit of Compliance form must be completed and returned with the renewal documents. This affidavit is related to the City's new anti-discrimination ordinance that requires compliance from all City contractors.

Procurement Officer Lisa Goodman, NIGP-CPP, CPPO, CPPB 480-350-8533 lisa_goodman@tempe.gov
Procurement Specialist Cecille Lewis 480-350-8801 cecille_lewis@tempe.gov

To Be Completed and Signed By H&E Equipment Services

Contract Number: T20-053-01
Contract Description: Fire Apparatus Maintenance and Repair Services

Contractor's Name: H&E Equipment Services

Contractor's Mailing Address: 4010 S. 22nd Street Phoenix, AZ 85040

Printed name of person signing Frankie Wynn

Phone Number 225 298-5200

Email Address fwynn@he-equipment.com

Contractor's Authorized Signature *Frankie Wynn*
Frankie Wynn (Dec 3, 2021 14:27 MST)

City of Tempe Contract Renewal Acceptance

Lisa Goodman

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

Michael Greene

Michael Greene (Dec 1, 2021 14:41 MST)

Michael Greene, CPM, CPPO **Date**
Procurement Administrator

Contract Award Notice

Internal Services
Procurement Office
20 E. 6th Street
Tempe, AZ 85281



Contract Number: T20-053-01
Description: Fire Apparatus Maintenance and Repair Services

76026
H&E Equipment Services
Attn: Mark Julien
4010 S. 22nd Street
Phoenix, AZ 85040
Phone Number: 480-862-6313
Cellphone Number: 480-862-6313
Email Address: mjulien@he-equipment.com

Award Period
Beginning: 01/17/2020
Ending: 01/16/2022
Potential Renewals 3, 1-Year Renewals

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

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

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

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

Invoices are to be sent directly to the requesting department.

Award Information

Item	Description	Cost
1.	Authorized American LaFrance Facility	
	• Hourly rate for labor to repair or replace equipment	\$115.00
	• Hourly rate for scheduled maintenance	\$115.00
	• % discount off replacement/maintenance parts	Cost + 25%
2.	Authorized E-One Facility	
	• Hourly rate for labor to repair or replace equipment	\$115.00
	• Hourly rate for scheduled maintenance	\$115.00
	• % discount off replacement/maintenance parts	Cost + 25%
3.	Authorized Saulsbury Facility	
	• Hourly rate for labor to repair or replace equipment	\$115.00
	• Hourly rate for scheduled maintenance	\$115.00
	• % discount off replacement/maintenance parts	Cost + 25%

Item	Description	Cost
4.	Authorized Spartan Chassis Facility	
	• Hourly rate for labor to repair or replace equipment	\$115.00
	• Hourly rate for scheduled maintenance	\$115.00
	• % discount off replacement/maintenance parts	Cost + 25%
5.	Authorized Hackney Facility	
	• Hourly rate for labor to repair or replace equipment	\$115.00
	• Hourly rate for scheduled maintenance	\$115.00
	• % discount off replacement/maintenance parts	Cost + 25%
6.	Authorized Hale Facility	
	• Hourly rate for labor to repair or replace equipment	\$115.00
	• Hourly rate for scheduled maintenance	\$115.00
	• % discount off replacement/maintenance parts	10%
7.	Authorized Waterous Facility	
	• Hourly rate for labor to repair or replace equipment	\$115.00
	• Hourly rate for scheduled maintenance	\$115.00
	• % discount off replacement/maintenance parts	10%


Lisa Goodman, CPPO, CPPB
 Procurement Officer


Michael Greene, C.P.M., CPPO
 Procurement Administrator

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

THIS IS NOT A PURCHASE ORDER

**AMENDMENT NO. 1
LINKING AGREEMENT
(CITY OF GLENDALE, Contract No. C20-0292)**

**EXHIBIT B
Scope of Work**

PROJECT

The Scope of Work is unchanged.



REQUEST FOR PROPOSAL

RFP# 20-053 FIRE APPARATUS MAINTENANCE AND REPAIR SERVICES

RFP ISSUE DATE:
OCTOBER 9, 2019

DEADLINE FOR INQUIRIES/QUESTIONS:
FRIDAY, NOVEMBER 1, 2019 AT 5:00 P.M. LOCAL ARIZONA TIME

RFP DUE DATE AND TIME:
TUESDAY, NOVEMBER 12, 2019, 3:00 P.M. LOCAL ARIZONA TIME

ALL INQUIRIES MUST BE DIRECTED TO:
LISA GOODMAN, CPPO, CPPB
EMAIL: lisa_goodman@tempe.gov
PHONE: 480-350-8533

SUBMITTAL LOCATION: CITY OF TEMPE PROCUREMENT OFFICE
20 EAST SIXTH STREET, 2ND FLOOR
TEMPE, ARIZONA 85281

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General Instructions

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

1. **Preparation of Proposal:**

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

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

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

General Instructions

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

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

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

General Instructions

11. **Questionnaire:** Offeror must complete the Questionnaire portion of this Request for Proposal and provide any documentation required to support the answers. Questionnaire items, which are designated as mandatory, are needed to satisfy a required task or performance criteria. Items, which may be listed as desirable, are not required to be responsive to the Request for Proposal and will be relatively evaluated against other proposals in making a final award decision.

If supporting documentation is required, Offeror shall provide the documentation in the sequence set forth in the Request for Proposal and ensure all technical literature and/or narrative explanations fully address the specifics of the question. Vague or disorganized responses that do not allow sufficient information for evaluation purposes may result in rejection of a proposal.

12. **Clarifications and Negotiations with Offerors and Revisions to Proposal:** Clarifications may be made with any submitting firm at any time during the evaluation phase of this procurement. Clarifications are not negotiations and may be utilized by the City to ensure thorough and complete understanding of, and responsiveness to, the solicitation requirements. Negotiations may be conducted with responsible Offerors who submit proposals determined to be reasonably susceptible of being selected for award. The purpose of negotiations is to allow the City and the Offeror(s) to revise initial Offers through an exchange or series of exchanges. Should the City elect to call for best and final offers, Offerors shall be accorded fair and equal treatment with respect to any opportunity for negotiations and revision of proposals, and such revisions may be permitted after submissions and prior to award. In conducting clarifications and negotiations there shall be no disclosure of any information derived from proposals submitted by competing Offerors. The purposes of such negotiations shall include but not be limited to:

- A. Determine in greater detail such Offeror's qualifications;
- B. Explore with the Offeror the scope and nature of the project, the Offeror's proposed method of performance, and the relative utility of alternate methods of approach;
- C. Determine that the Offeror will make available the necessary personnel and facilities to perform within the required time; and
- D. Agree upon compensation which is fair and reasonable, taking into account the estimated value of the required services, and the scope, complexity and nature of such services.

13. **Proposal Opening:** Proposals shall be opened at the time and place designated on the cover page of this Request for Proposals. The name of each Offeror and the identity of the Request for Proposal for which the proposal was submitted shall be publicly read and recorded in the presence of witnesses. Proposals, modifications and all other information received in response to this Request for Proposal shall be shown only to City personnel having a legitimate interest in its evaluation. Prices shall not be read. After Contract award, the proposals and the evaluation documentation shall be open for public inspection, except where the City has determined that specific portions of the proposal are confidential.

14. **Technical Proposal Opening:** Technical proposals (as received in step one of a two-step bidding process) shall be opened at the time and place designated on the cover page of this document. The name of each Offeror and the identity of the Request for Proposal for which the proposal was submitted shall be publicly read and recorded in the presence of witnesses. Proposals, modifications and all other information received in response to this Request for Proposal shall be shown only to City personnel having a legitimate interest in the evaluation. Evaluation documentation to substantiate technical proposal selection(s) shall be open for public inspection.

15. **Proposal Evaluation and Award:** The City shall determine whether a proposal meets the specifications and requirements of this Request for Proposal, at its sole discretion, and reject any proposals not meeting the intent or requirements set forth herein. Award(s) shall be made to the responsible Offeror whose proposal is determined in writing to be the most advantageous to the City, taking into consideration the evaluation factors set forth in the Request for Proposal. The City shall be the sole judge as to the acceptability of the products and/or services offered. The City reserves the right to reject any and all proposals.

General Instructions

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

General Instructions

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

Standard Terms and Conditions

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

1. **Applicable Law:** This Contract shall be governed by, and the City and Contractor shall have all remedies afforded each by the Uniform Commercial Code as adopted in the State of Arizona, except as otherwise provided in this Request for Proposal and resultant Contract, and all statutes, or ordinances pertaining specifically to the City. This Contract shall be governed by State of Arizona law and suits pertaining to this Contract may only be brought in courts located in Maricopa County, Arizona.
2. **Arizona Climate Action Compliance:** Offeror shall comply with all applicable standards, laws, rules, orders and regulations issued pursuant to A.R.S. §49-101, *et seq.*, including but not limited to, Arizona Executive Orders Nos. 2006-13, 2005-02, and 2010-14 with regard to reducing GHG emissions, increasing energy efficiency, conserving natural resources and developing renewable energy sources.
3. **Availability of Funds for the Next Fiscal Year:** The City's obligation for performance of the Contract is contingent upon the availability of City, state and federal funds that are allocated or appropriated for payment obligations of the Contract. If funds are not allocated by the City or available for the continued use or purchase of services, work and/or materials set forth herein, the City may terminate the Contract. The City will use reasonable efforts to notify Contractor of such non-allocation affecting the obligations of the Contractor and/or City. The City shall not be penalized or adversely affected for exercise of its termination rights. Further, the City shall in no way be obligated or liable for additional payments or other damages as a result of such termination. No legal liability on the part of the City for any payment may arise for performance under this Contract.
4. **Certification:** By signing the "Vendor's Offer", the Offeror certifies:
 - A. The submission of the vendor's proposal Offer response did not involve collusion or other anti-competitive practices.
 - B. Offeror agrees that it will comply with section 2-603(5) of the Tempe City Code ("TCC"), and will not refuse to hire or employ or bar or discharge from employment any person or discriminate against such person in compensation, conditions, or privileges of employment because of race, color, gender, gender identity, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status. Offeror further agrees to provide a copy of its antidiscrimination policy to the Procurement Officer to demonstrate compliance with TCC section 2-603(5) or attest in writing to its compliance in accordance with the attached Affidavit of Compliance.
 - C. Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Offer. Failure to sign the "Vendor's Offer" or signing it with a false statement shall void the submitted proposal and any resulting Contract. In addition, the Offeror may be barred from future proposal and bidding participation with the City and may be subject to such further actions as permitted by law.
 - D. The Offeror agrees to promote and offer to the City only those materials and/or services as stated and allowed by this Request for Proposal and resultant Contract award. Violation of this condition shall be grounds for Contract termination by the City.
 - E. The Offeror expressly warrants that it has and will continue to comply in all respects with Arizona law concerning employment practices and working conditions, pursuant to A.R.S. § 23-211, *et seq.*, and all laws, regulations, requirements and duties relating thereto. Offeror further warrants that to the extent permitted by law, it will fully indemnify the City for any and all losses arising from or relating to any violation thereof.

Standard Terms and Conditions

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

Standard Terms and Conditions

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

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

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

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18. **Force Majeure:**

- A. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under the Contract only in the event that and to the extent that such party's performance of the Contract is prevented by reason of force majeure. Force majeure means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, mobilization, labor disputes, civil disorders, fire, floods, lockouts, injunctions, failures or refusal to act by government authority, and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
- B. Force majeure shall not include the following occurrences:
 - i) Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
 - ii) Late performance by a subcontractor.
- C. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours of the commencement thereof and shall specify the causes of such delay in the notice. Such notice shall be hand delivered or sent via certified mail and shall make a specific reference to this clause, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing by hand delivery or certified mail when it has done so. The time of completion shall be extended by Contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with the Contract.

19. **Gratuities:** The City may elect to terminate any resultant Contract, if it is found that gratuities in any form were offered or given by the Contractor or agent thereof, to any employee of the City or member of a City evaluation committee with a view toward securing an order, securing favorable treatment with respect to awarding, amending or making of any determinations with respect to performing such order.

20. **Indemnification:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, officer, officials, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees, court costs, and the costs of appellate proceedings), arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work, services, or professional services of the Contractor, its agents, employees, or any other person (not the City) for whose acts, errors, mistakes, omissions, work, services, or professional services the Contractor may be legally liable in the performance of this Contract. Contractor's duty to hold harmless and indemnify the City, its agents, officers, officials and employees shall arise in connection with any claim for damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of any person or property, including loss of use resulting from, or caused by any acts, errors, mistakes, omissions, work, services, or professional services in the performance of this Contract by Contractor or any employee of the Contractor or any other person (not the City) for whose acts, errors, mistakes, omissions, work, or services the Contractor may be legally liable. The amount and type of insurance coverage requirement set forth herein will in no way be construed as limiting the scope of indemnity in this paragraph. This provision shall survive the term of this Contract.

21. **Interpretation of Parole Evidence:** This Contract is intended as a final expression of the agreement between the parties and as a complete and exclusive statement of the Contract, unless the signing of a subsequent Contract is specifically called for in this Request for Proposal. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of the Contract, even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

Standard Terms and Conditions

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

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

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

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

Standard Terms and Conditions

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

Special Terms & Conditions and Instructions

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

1. **City Procurement Document:** This Request for Proposal is issued by the City. No alteration of any portion of this Request for Proposal by an Offeror is permitted and any attempt to do so shall result in vendor's proposal Offer being considered nonresponsive and rejected. No alteration of any portion of a resultant Contract is permitted without the written approval of the Procurement Office and any attempt to do so shall be considered a breach of the Contract. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, Contract termination and/or suspension of the Contractor.
2. **Offer Acceptance Period:** To allow for an adequate evaluation, the City requires the vendor's proposal Offer in response to this Request for Proposal to be valid and irrevocable for ninety (90) days after the proposal due time and date.
3. **Contract Type:** Term with justifiable price adjustments allowed, indefinite quantity.
4. **Term of Contract:** The term of the Contract shall commence on the date of award and shall continue for a period of two (2) years thereafter, unless terminated, canceled or extended as otherwise provided herein.
5. **Contract Renewal:** The City reserves the right to unilaterally extend the period of any resultant Contract for ninety (90) days beyond the stated term. In addition, the City at its option may renew for supplemental terms of up to a maximum of three (3) additional years. The period for any single renewal increment shall be determined by the Procurement Office. Such increment shall not be for more than a period of one (1) year each, unless the City is eligible to obtain a significant cost and/or supply advantage by a longer Contract renewal period.
6. **Pricing:**
 - A. Pricing accuracy and completeness are critical to the determination of an award. Offeror shall identify and price all items being proposed.
 - B. In the case of system proposals, Offeror shall identify all items which are required to make the system function in accordance with the specifications stated in the Request for Proposal.
 - C. If provided pricing pages do not cover all such items, the Offeror shall include an itemized listing of all required products and services in the Proposal required for all system equipment to be fully functional and in conformity with specifications stated in the Request for Proposal.
7. **Price Adjustment:**
 - A. The Procurement Office will review fully documented requests for price increases after the Contract has been in effect for twelve (12) months. The requested price increase must be based upon a cost increase that was clearly unpredictable at the time of the Proposal and can be shown to directly affect the price of the item concerned. The Procurement Office will determine whether the requested price increase, or an alternative option, is in the best interest of the City. Advanced thirty (30) day written notification by Contractor is required for any price changes. All price adjustments will be effective on the first day of the month following approval or acceptance by the Procurement Office. After the City approves a price increase the Contractor shall not be eligible to receive an additional increase until twelve (12) months from the date of the last approved price increase.
 - B. Price increase requests must be acknowledged in writing by the Procurement Office before becoming effective. If not acknowledged within thirty (30) days, Contractor shall contact the Procurement Office to ensure the price increase request was received.

Special Terms & Conditions and Instructions

- C. The Contractor shall offer any published price reduction or if applicable to the Contract, profit sharing price advantage to the City concurrent with its announcement to other customers. A price reduction or profit-sharing price advantage may be offered at any time during the term of an awarded Contract and shall become effective upon notice and acceptance. The City shall likewise be given any special sales discounts offered to the general public, which exceed contracted price discounts extended to the City by the Contractor.
8. **Multiple Awards:** The City has a large number and variety of potential customer departments. In order to ensure that any ensuing Contracts will allow the City to fulfill current and future requirements, the City reserves the right to award Contracts to multiple companies. The actual utilization of any Contract will be at the sole discretion of the City. The fact that the City may make multiple awards should be taken into consideration by each Offeror.
9. **Warranty:** Each proposal must include a complete and exclusive statement of the product warranty. Warranty offers will be relatively considered as appropriate to life cycle costing.
10. **Insurance:**

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

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

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

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

a. **Commercial General Liability**

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

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

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

Special Terms & Conditions and Instructions

b. Worker's Compensation

The Contractor shall carry worker's compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor employees engaged in the performance of services; and employer's liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee and \$500,000 disease policy limit. In cases when services are subcontracted, the Contractor will require the subcontractor to provide worker's compensation and employer's liability to at least the same extent as provided by Contractor.

c. Automobile Liability

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

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

Special Terms & Conditions and Instructions

- J. **Copies of Policies:** The City reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the above policies and/or endorsements. The City shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of, the City's right to insist on strict fulfillment of Contractor's obligations under this Contract.
11. **Payments - After Acceptance of Work:** Payment in full shall be made to the Contractor within thirty (30) days after receipt and acceptance of work by the City, unless terms other than net thirty (30) days are offered as a discount, at the City's sole discretion.
12. **Safety, Health and Sanitation:** The Contractor shall provide and maintain in a neat, sanitary condition such facility accommodations for the use by their employees as may be necessary to comply with the requirements and regulations of the Arizona State Department of Health or as specified by the Maricopa County Health Department, Sanitary Code. The Contractor shall be fully responsible for the safety of their employees, the public and property in connection with the performance of the work covered by this Contract. The Contractor shall provide all safeguards, safety devices and protective equipment and be responsible for taking any needed actions to protect the life and health of their employees and the public during work activity. The Contractor shall also take any necessary actions as directed by the City Project Manager to reasonably protect the life and health of employees on this job and others coming into contact with the job site. Precaution shall be exercised by the Contractor at all times for the protection of persons (including employees) and property. The Contractor shall comply with the provisions of all applicable laws, pertaining to such protection including all Federal and State Occupational Safety and Health Acts, and Standards and Regulations promulgated there under.
13. **Responsibility for Work:** The Contractor shall properly guard, protect, and take every reasonable precaution necessary against damage or injury to all finished or partially finished work due to weathering action by the elements or from any other cause, until the entire portion of their respective Contract obligation is completed and accepted by the City. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work before final acceptance at no cost to the City. Partial payment for any completed portion of work shall not release the Contractor from such responsibility.
14. **Sub-Contractor(s):** The City reserves the right to approve all sub-contractors. Contractor is responsible for all actions of sub-contractors. Contractor shall name sub-contractors as additionally insured, in addition to the City on all required insurance documents.

Scope of Work

The City of Tempe ("City") is seeking proposals from qualified vendors to perform scheduled maintenance and unscheduled/emergency repair to City-owned fire apparatus and heavy vehicles. Any resulting contract will be for a period of two (2) years with three (3), one-year renewal options.

Contractor shall provide all supervision, labor, tools, parts, and equipment necessary to perform inspections, maintenance, repairs, and testing of the Tempe Fire Medical Rescue fleet. All services performed by the Contractor shall meet the National Fire Protection Association (NFPA) Standard 1911, *Standard for the Inspection, Maintenance, Testing, and Retirement of In-Service Automotive Fire Apparatus*, current edition. In addition, all services provided by the Contractor shall be consistent with industry practices, meet all applicable federal, state, and local standards and follow all manufacturers' recommendations. It is the expectation of the City, as described herein, that the Contractor shall provide superior customer service and timely maintenance and repair services to correct deficiencies and return the apparatus to service.

Facilities and Work Sites

The Contractor shall perform services, including inspection, maintenance, testing, and repair at the Contractor's service facility. Tempe Fire Medical Rescue Department will transport apparatus and vehicles to and from the Contractor's facility. The City reserves the right to inspect the Contractor's facility and its operations at any time during the contract term during normal business hours.

A current list of Tempe Fire Medical Rescue's apparatus and heavy vehicles is as follows:

Tempe Fire Medical Rescue Inventory

Apparatus #	Year	Make/Model
BC271	2018	Chevy/2500 Utility
Reserve BC	2018	Chevy/2500 Utility
E271	2014	Spartan/Metrostar
E272	2014	Spartan/Metrostar
E273	2015	Spartan/Metrostar
E274	2014	Spartan/Metrostar
E275	2010	Rosenbauer/Gladiator
E276	2017	Spartan/Metrostar
E277	2017	Spartan/Metrostar
E278	2008	Rosenbauer/Gladiator
L273	2007	ALF/Eagle 100'
LT273	2008	Ford/F550
L276	2004	E-one/Bronto Skylift
LT276	2014	Spartan/Metrostar
HM272	2004	Hackney/M-11
LA272	2008	Chevy/2500 Crew Cab

Scope of Work

Apparatus #	Year	Make/Model
S275	2006	Chevy/2500 Ext Cab
S276	2004	Hackney/M-11
SQ278	2006	ALF
U274	2018	Rosenbauer/Rescue FX
R0003	2008	Rosenbauer/Gladiator
R0005	2005	ALF/Pumper
R0037	2008	Rosenbauer/Gladiator
L012	2015	Rosenbauer/MS2000
Shop	2009	Izusu/NPR
M271	2017	Ford/E450
M272	2019	Ford/E450
M274	2019	Ford/E450
M276	2017	Ford/E450
M277	2017	Ford/E450
M278	2019	Ford/E450

NOTE: This list is subject to change during the term of the contract due to new apparatus being purchased to replace existing apparatus listed above.

Minimum Qualifications

Offerors must demonstrate that they have the resources and capability to provide the materials and services described herein.

1. For all work tasks covered in this contract, Offeror shall employ technicians who are qualified to perform specific diagnostic check, maintenance and or repair task, or performance tests specified in NFPA 1911, *Standard for the Inspection, Maintenance, Testing, and Retirement of In-Service Automotive Fire Apparatus*, current edition. The assigned technician(s) must possess the following minimum qualifications as appropriate:
 - A. Any person performing diagnostic checks, inspections, or maintenance of the fire apparatus shall meet the qualifications administered by the Emergency Vehicle Technician Certifications Commission, Inc. (EVT) for Fire Apparatus Technician – Level 1 or higher and hold current certification.

Scope of Work

- B. Any person performing maintenance or repair on the fire apparatus shall meet the qualifications administered by the National Institute for Automotive Service Excellence (ASE) for Medium/Heavy Truck certification(s) appropriate for the system or component (Certifications T1 – T8), as demonstrated by current ASE certification or EVT (Fire Apparatus) certification.
- C. Any person performing maintenance, repair, or performance testing of fire pumps, industrial supply pumps, or any component of the apparatus that is used in pump operations shall have current EVT (Fire Apparatus) Level 2 or Master Level 3 certification.
- D. Any person performing maintenance, repair, or performance testing (excluding nondestructive testing) of fire apparatus aerial devices, or any component of the apparatus that is used in aerial device operations shall have current Master Level 3 certification as EVT (Fire Apparatus).
- E. Any person performing nondestructive testing (NDT) required on fire apparatus aerial devices shall be certified as at least a Level II NDT Technician in the test method used, as specified in American Society for Nondestructive Testing, Inc. (NSNT) Standard CP-189, *Standard for Qualification and Certification of Nondestructive Testing Personnel*, current edition.

2. Offeror shall have a minimum of two (2) full-time Certified Emergency Vehicle Technicians on staff.

Proposals shall only be considered from firms that have an established reputation in the field of fire apparatus and heavy vehicle maintenance.

Offeror must be an authorized factory service center or have authorized factory-trained personnel on site for any Group proposed. The use of OEM products on apparatus and heavy vehicles is preferred, but the City will consider approved equals with the City having the sole discretion of acceptable equals.

GROUP 1 – Authorized Cummins Facility

GROUP 2 – Authorized American LaFrance Facility

GROUP 3 – Authorized E-One Facility

GROUP 4 – Authorized Saulsbury Facility

GROUP 5 – Authorized Rosenbauer Facility

GROUP 6 - Authorized Spartan Chassis Facility

GROUP 7 – Authorized Hackney Facility

GROUP 8 – Authorized Allison Transmission Facility

GROUP 9 – Authorized Detroit Diesel Facility

GROUP 10 – Authorized Hale Facility

GROUP 11 – Authorized Waterous Facility

GROUP 12 – Authorized Bauer Facility

Scope of Work

Apparatus and Vehicle Security

Contractor is responsible for the security of any apparatus and vehicle in its custody. The Contractor's custody includes any on-site work activity at a City facility by the Contract and any period that the apparatus or vehicle is located at the Contractor's place of business or other off-site facility. Contractor is responsible for all costs associated with correcting damage attributable to the Contractor while the unit is in the Contractor's custody.

Mobile Service

Offerors may propose optional mobile service for apparatus and heavy vehicle maintenance and repair. Any mobile service truck should be outfitted with tools, equipment, and parts sufficient to support the spot repair of fire apparatus and heavy vehicle. The technicians operating the trucks should be certified as required by the contract and capable of make repair and logistic decisions in road call repair situations.

Scheduling

The authorized City personnel or designee will contact the Contractor to schedule the apparatus or heavy vehicles due for service/repair.

Extra Work

City and Contractor shall negotiate and mutually agree in writing upon the cost of any extra work prior to commencing the extra work.

Proposal Questionnaire

“Return this Section with your Response”

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

1. Indicate whether or not your firm is an authorized factory service center for the Groups proposed. If not an authorized factory service center, do you have authorized factory-trained personnel on site to perform installation, maintenance, and repair on the apparatus and heavy vehicles?
2. Identify the key personnel who will be assigned to the City apparatus and heavy vehicles and provide resumes for each. Provide evidence they are authorized factory-trained personnel and their training/certification as it applies to the Groups being proposed.
3. Provide a detailed description of the services you provide and guaranteed response time for emergency repair for each Group proposed. Provide services for both in Contractor's facility and mobile services (if available).
4. Describe the products your firm is proposing for apparatus and heavy vehicles. Are the products OEM? If an equivalent brand is being proposed, provide details about the equivalent products in your proposal.
5. Provide a detailed description of product, system, and labor/parts warranties. Are extended warranties available for the City to purchase for the products and/or services provided? If so, please explain and provide pricing.
6. Identify any subcontractors that will be used to perform any work as part of this contract. Describe the work to be performed and their qualifications.
7. Provide a detailed description and location of your repair facilities and mobile service equipment. List the hours of operations.
8. Provide the response time upon notification of repair requests for apparatus and heavy vehicles.
9. Provide at least three references to which you have provided like services to similar fleets. Include company, contact name, phone number, and a brief description of services provided.
10. Provide a statement of acceptance of the City's terms and conditions. Any exceptions taken must be clearly identified in your proposal.
11. Include copies of catalogs, price lists, or websites directly to online catalog or price sheet for % off list price or a % mark-up vendor cost for each Group proposed on the Price Sheet.

Evaluation Criteria

Proposals will be reviewed by an Evaluation Committee consisting of City staff using the criteria and process outlined below.

Evaluation Process

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

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

	Award Criteria	Weight	X	Rating	=	Points
1.	Cost	30	X	_____	=	_____
2.	Overall quality of the maintenance and repair program offered to include warranty length and coverage, mobile service availability and response time commitment offered	25	X	_____	=	_____
3.	Experience, qualifications and certifications of key personnel	20	X	_____	=	_____
4.	References and general response of firm in demonstrating a level of competence in successfully servicing similar clients	20	X	_____	=	_____
5.	Quality and completeness of proposal; acceptance of the City's terms and conditions	5	X	_____	=	_____
				Total	=	_____

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

Scoring

Outstanding	10
	9
Good.....	8
	7
	6
Average	5
	4
	3
Poor.....	2
	1
Not Addressed or Unacceptable	0

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

Pricing Section

“Return this Section with your Response”

GROUP NO.	DESCRIPTION	UNIT PRICE
1.	Authorized Cummins Facility - Hourly rate for labor to repair or replace equipment - Hourly rate for scheduled maintenance % discount off replacement / maintenance parts	\$ _____ \$ _____ _____ %
2.	Authorized American LaFrance Facility - Hourly rate for labor to repair or replace equipment - Hourly rate for scheduled maintenance % discount off replacement / maintenance parts	\$ _____ \$ _____ _____ %
3.	Authorized E-One Facility - Hourly rate for labor to repair or replace equipment - Hourly rate for scheduled maintenance % discount off replacement / maintenance parts	\$ _____ \$ _____ _____ %
4.	Authorized Saulsbury Facility - Hourly rate for labor to repair or replace equipment - Hourly rate for scheduled maintenance % discount off replacement / maintenance parts	\$ _____ \$ _____ _____ %
5.	Authorized Rosenbauer Facility - Hourly rate for labor to repair or replace equipment - Hourly rate for scheduled maintenance % discount off replacement / maintenance parts	\$ _____ \$ _____ _____ %
6.	Authorized Spartan Chassis Facility - Hourly rate for labor to repair or replace equipment - Hourly rate for scheduled maintenance % discount off replacement / maintenance parts	\$ _____ \$ _____ _____ %
7.	Authorized Hackney Facility - Hourly rate for labor to repair or replace equipment - Hourly rate for scheduled maintenance % discount off replacement / maintenance parts	\$ _____ \$ _____ _____ %
8.	Authorized Allison Transmission Facility - Hourly rate for labor to repair or replace equipment - Hourly rate for scheduled maintenance % discount off replacement / maintenance parts	\$ _____ \$ _____ _____ %

Pricing Section

“Return this Section with your Response”

GROUP NO.	DESCRIPTION	UNIT PRICE
9.	Authorized Detroit Diesel Facility - Hourly rate for labor to repair or replace equipment - Hourly rate for scheduled maintenance % discount off replacement / maintenance parts	\$ _____ \$ _____ _____ %
10.	Authorized Hale Facility - Hourly rate for labor to repair or replace equipment - Hourly rate for scheduled maintenance % discount off replacement / maintenance parts	\$ _____ \$ _____ _____ %
11.	Authorized Waterous Facility - Hourly rate for labor to repair or replace equipment - Hourly rate for scheduled maintenance % discount off replacement / maintenance parts	\$ _____ \$ _____ _____ %
12.	Authorized Bauer Facility - Hourly rate for labor to repair or replace equipment - Hourly rate for scheduled maintenance % discount off replacement / maintenance parts	\$ _____ \$ _____ _____ %

NOTE: Copy of catalog, price list, or website directly to online catalog or price sheet for % off parts shall be included with your proposal response. If offering a % mark-up of vendor costs, submit a list of the vendor costs and/or website where the costs can be viewed online. The City requires this pricing to confirm that the invoices accurately reflect the contract pricing.

* Applicable Tax _____ %

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

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

Ordering and Invoice Instructions

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

Pricing Section

"Return this Section with your Response"

Invoices shall include:

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

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

Accounting Contacts:

Yesenia Loreda-Flores
Ramona Zapien
Kimberly Williams

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

Vendor's Offer

"Return this Section with your Response"

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

Company Name: _____

Company Purchase Order Mailing Address:

Street Address: _____

City, State, Zip: _____

Contact Person: _____ Phone Number: _____

E-mail Address: _____ Cell Number: _____

Remit to Information

Company Name (as it appears on invoice): _____

Company Payment Remit to Address:

Street Address: _____

City, State, Zip: _____

Company Tax Information

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

Payment Options

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

Yes

☐

No

☐

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

Yes

☐

No

☐

THIS PROPOSAL IS OFFERED BY

REQUIRED SIGNATURE OF AUTHORIZED OFFEROR (MUST SIGN IN INK)

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

Signature of Authorized Offer

Date

Print or Type Name of Authorized Individual

Title of Authorized Individual

Anti-Discrimination Policy



COMPLIANCE WITH CITY'S ANTIDISCRIMINATION ORDINANCE NO. 02016.25

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

Sec. 2-601. Policy.

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

Sec. 2-603. Unlawful Practices.

The following shall constitute a violation of this article:

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

Vendor Requirements

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

To be completed by responding company and returned with submittal:

- _____ Our company has 15 or more employees and has included its antidiscrimination policy that mirrors the City's policy;
- _____ Our company has fourteen (14) or less employees and is attaching the signed AFFIDAVIT OF COMPLIANCE WITH TEMPE CITY CODE CHAPTER 2 ARTICLE VIII SECTION 2-603(5).

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

Anti-Discrimination Policy



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

AFFIDAVIT OF COMPLIANCE WITH TEMPE CITY CODE

CHAPTER 2 ARTICLE VIII SECTION 2-603(5)

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

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

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

CONTRACTOR/VENDOR, select one:

_____ Current copy of antidiscrimination policy attached

OR

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

Signature

Date: _____

Print Name

Title

Company

Checklist for Submittal

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

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

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

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

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

Description		Included √
1.	One signed and completed original of the Proposal response – only sections marked “Return this Section with your Response” are required but you may include supplemental materials you believe necessary to clarify your submittal.	
a.	Signed and Completed Vendor’s Offer Form	
2.	Three (3) additional hard copies of your proposal response are included along with one (1) USB Flash Drive containing a complete copy of your proposal.	
3.	Proposal Questionnaire	
4.	Pricing Section	
5.	If company has 14 or less employees include a signed and completed Affidavit of Compliance with Tempe City Code Chapter 2 Article VII Section 2-603(5) (form attached)	
6.	If company has 15 or more employees include a copy of its anti-discrimination policy	
7.	Signed Addenda (if applicable)	

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

Package Label

Please cut out and attach the following label to the outside of your submission.

RFP #20-053

FIRE APPARATUS MAINTENANCE & REPAIR SERVICES

Due Date: Tuesday, November 12, 2019, 3:00 P.M. Local Arizona Time

Submitting Firm: _____

When dropping off at the Procurement office, dial **8329** for assistance.

Proposal response must be in the possession of the City of Tempe Procurement Office by the stated due date and time.

US Mail parcels sent to the City of Tempe PO Box may not be delivered to the Procurement Office for 24 hours or more after receipt by the City because of internal mail processing procedures. Please keep this potential time delay in mind when **US Mail Service** is utilized.

Delivery addresses are shown below for your convenience.

If sending via US Mail:

Lisa Goodman
City of Tempe
Financial Services/Procurement Office
P O Box 5002
Tempe, AZ 85280

If sending via courier, FedEx, UPS or hand delivery:

Lisa Goodman
City of Tempe
Financial Services/Procurement Office
20 E Sixth St. (2nd Floor)
Tempe, AZ 85281

**AMENDMENT NO. 1
LINKING AGREEMENT
(CITY OF GLENDALE, Contract No. C20-0292)**

EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

Contractor will be paid within 30 days of submission of its invoices to City at the rates indicated in the original agreement C22-0771.

NOT TO EXCEED AMOUNT

The Not To Exceed Amount is unchanged and must not exceed \$375,000 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

The Detailed Project Compensation is unchanged.

Contract Modification Notice

Financial Services
Procurement Office
20 E. 6th Street
Tempe, AZ 85281



Contract Number: T20-053-01
Description: Fire Apparatus Maintenance and Repair Services

Issue Date: February 20, 2023

76026
H&E Equipment Services
Attn: Mark Julien
4010 S. 22nd Street
Phoenix, AZ 85040
Office: 602-232-0617
Mobile: 480-862-6313
Email: mjulien@he-equipment.com

Effective Date

Beginning: February 20, 2023

This Contract Modification is being issued to formally document a change related to the above referenced contract. It shall remain in effect through the current expiration date unless extended or canceled per terms and conditions of the above referenced contract.

Contract Modification Information:

This Contract Modification changes the hourly rate for repairs and scheduled maintenance from \$115.00 to \$130.00 as reflected in the table below.

Item	Description	Cost
1.	Authorized American LaFrance Facility	
	• Hourly rate for labor to repair or replace equipment	\$130.00
	• Hourly rate for scheduled maintenance	\$130.00
	• % discount off replacement/maintenance parts	Cost + 25%
2.	Authorized E-One Facility	
	• Hourly rate for labor to repair or replace equipment	\$130.00
	• Hourly rate for scheduled maintenance	\$130.00
	• % discount off replacement/maintenance parts	Cost + 25%
3.	Authorized Saultsbury Facility	
	• Hourly rate for labor to repair or replace equipment	\$130.00
	• Hourly rate for scheduled maintenance	\$130.00
	• % discount off replacement/maintenance parts	Cost + 25%
4.	Authorized Spartan Chassis Facility	
	• Hourly rate for labor to repair or replace equipment	\$130.00
	• Hourly rate for scheduled maintenance	\$130.00
	• % discount off replacement/maintenance parts	Cost + 25%
5.	Authorized Hackney Facility	
	• Hourly rate for labor to repair or replace equipment	\$130.00
	• Hourly rate for scheduled maintenance	\$130.00

Item	Description	Cost
	• % discount off replacement/maintenance parts	Cost + 25%
6.	Authorized Hale Facility	
	• Hourly rate for labor to repair or replace equipment	\$130.00
	• Hourly rate for scheduled maintenance	\$130.00
	• % discount off replacement/maintenance parts	10%
7.	Authorized Waterous Facility	
	• Hourly rate for labor to repair or replace equipment	\$130.00
	• Hourly rate for scheduled maintenance	\$130.00
	• % discount off replacement/maintenance parts	10%

**Contractor Modification Acceptance
To Be Completed and Signed by Contractor**

Printed Name of Person Signing: Frankie Wynn

Phone Number: 225-298-5200

Email Address: Fwynn@he-equipment.com

Signature: *Frankie Wynn*
Frankie Wynn (Feb 21, 2023 09:42 CST)

City of Tempe Contract Modification Acceptance

Lisa Goodman
Lisa Goodman (Feb 21, 2023 09:11 MST)

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

Feb 21, 2023

Date

Michael Greene
Michael Greene (Feb 21, 2023 13:25 MST)

Michael Greene, C.P.M., CPPO
 Procurement Administrator

Feb 21, 2023

Date

EXHIBIT D



Wesley Hebert
Corporate Counsel
225.298.5225
whebert@he-equipment.com

October 27, 2023

Re: Sale of H&E's Fire Vehicle and Apparatus Business to FTS

To whom it may concern,

I am pleased to serve as Corporate Counsel for H&E Equipment Services, Inc. ("H&E"). The purpose of this correspondence is to confirm that H&E sold its fire truck and apparatus business (the "Fire Business") to Fire Truck Solutions, LLC, a Delaware company ("FTS"), effective September 25, 2023. More specifically, FTS purchased all of the right, title and interest in and to all or substantially all of the assets used exclusively in H&E's operation of its E-ONE and KME vehicle sales and service business in Arizona, Colorado and Nevada (the "Assets"). The Assets include all open contracts related to the Fire Business between H&E and its customers. Please note that the Assets do not include any assets utilized by H&E in the conduct of its equipment rental equipment business.

Should you have any questions or concerns in this regard, I ask that you please not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'W. Hebert'.

Wesley Hebert
Corporate Counsel
H&E Equipment Services, Inc.