

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

This Linking Agreement (“Agreement”) is entered into as of this _____ day of _____, 2025, between the City of Glendale, an Arizona municipal corporation (“City”), and Fire Truck Solutions, LLC, a Delaware limited liability company, authorized to do business in Arizona (“Contractor”), collectively, the “Parties.”

RECITALS

- A. On March 7, 2025, Fire Truck Solutions, LLC, a member of the S.A.V.E. Cooperative Purchasing Agreement, the City of Tempe, entered into a contract with Contractor to purchase the goods and services described in Fire Apparatus Maintenance Services Contract No. T25-075-01 (“Cooperative Agreement”), which is attached hereto as **Exhibit A**. The Cooperative Agreement allows its cooperative use by other governmental agencies, including the City.
- B. Section 2-149 of the City’s Procurement Code permits the Finance Director to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that the Finance Director may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City wishes to contract with Contractor for supplies or services identical to those being provided to other units of government under the Cooperative Agreement. Contractor consents to the City’s cooperative use of the terms and conditions of the Cooperative Agreement, and agrees to provide the supplies and services set forth in the Statement of Work appended hereto as **Exhibit B**.

AGREEMENT

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

1. Term of Agreement.

- A. As provided in the Cooperative Agreement, purchases can be made by governmental entities from the date of award, which was March 7, 2025, until the date the contract terminates on March 6, 2027, unless the term is extended by mutual agreement of the parties to the Cooperative Agreement. The Cooperative Agreement, however, may not be extended beyond March 6, 2030. The initial period of this Agreement is the period from the Effective Date of this Agreement until March 6, 2027.
- B. The City may extend the term of this Agreement for the same supplemental periods of up to a maximum of three (3) additional years consistent with any extension of the Cooperative Agreement. The City will give the Contractor notice that it is exercising its option to extend this Agreement 30 days prior to the anniversary of the Effective Date. Glendale extensions

are not automatic and shall only occur if the City affirmatively exercises its right to extend this Agreement.

2. Scope of Work, Terms, Conditions, and Specifications.

- A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as **Exhibit B**.
- B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporated into and are an enforceable part of this Agreement.

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement, which is attached hereto as **Exhibit C**.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed seven hundred fifty thousand dollars (\$750,000) for the entire term of the Agreement (initial term plus any extensions).

4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

5. Non-discrimination. Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

6. Insurance Certificate. A certificate of insurance applying to this Agreement must be provided to the City prior to the Effective Date.

7. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

8. No Boycott of Israel. To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.

9. Uyghur Forced Labor Prevention Act (UFLPA). Contractor certifies that it does not currently, and during the term of this Agreement, will not use:

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

10. Attestation of PCI Compliance. When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.
11. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

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

and

Fire Truck Solutions, LLC
c/o Steven Slatzer
2050 E. Broadway Rd., Suite 100
Phoenix, AZ 85040

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

"City"

City of Glendale, an Arizona
municipal corporation

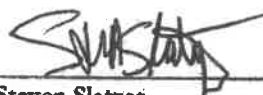
By:

Kevin R. Phelps
City Manager

"Contractor"

Fire Truck Solutions, LLC,
a Delaware limited liability company

By:



Name: Steven Slatzer
Title: Vice President, Administration

ATTEST:

Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

**LINKING AGREEMENT
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AND
FIRE TRUCK SOLUTIONS, LLC**

**EXHIBIT A
CITY OF TEMPE
CONTRACT NO. T25-075-01
FIRE APPARATUS MAINTENANCE SERVICES**

Contract Award Notice

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



Contract Number: T25-075-01
Description: Fire Apparatus Maintenance Services

Issue Date: 03-07-2025

102117
Fire Truck Solutions
PO Box 20396
Phoenix, AZ 85036

Award Period

Beginning: 03-07-2025
Ending: 03-06-2027

Potential Renewals: (3) one-year renewals

Phone: 480-205-07274
Cell: 480-205-07274
Email: Steve.slatzer@firetruckcolutions.com

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

Description: Same rates across all OEMs	Firetruck Solutions
Hourly rate for labor to repair or replace equipment	\$160 hour
Hourly rate for scheduled maintenance	\$160 hour
% mark-up on replacement / maintenance parts	Cost + 29%

GROUP 3 – Authorized E-One Facility
GROUP 10 - Authorized Spartan Chassis Facility
GROUP 14 – Authorized Hale Facility
GROUP 15 – Authorized Waterous Facility

Fee for pick-up of drivable vehicle	\$75.00
Fee for towing of non-drivable vehicle	At cost
Fee for return of drivable vehicle	\$75.00

[Lisa Goodman \(Mar 7, 2025 09:55 MST\)](#)

Lisa Goodman
Senior Procurement Officer

[Michael Greene \(Mar 7, 2025 09:58 MST\)](#)

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

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

THIS IS NOT A PURCHASE ORDER

**LINKING AGREEMENT
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AND
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**EXHIBIT B
Scope of Work**

To provide maintenance and repair services to city-owned fire apparatus and heavy-duty vehicles and equipment on an as-needed basis.



REQUEST FOR PROPOSAL

**RFP# 25-075
Fire Apparatus Maintenance Services**

RFP ISSUE DATE:
December 12, 2024

DEADLINE FOR INQUIRIES/QUESTIONS:
December 30, 2024, 5:00 P.M. Local Arizona Time

RFP DUE DATE AND TIME:
January 8, 2025, 3:00 P.M. Local Arizona Time

ALL INQUIRIES MUST BE DIRECTED TO:

Eric Kraenzle, C.P.M.
Eric_Kraenzle@Tempe.Gov

Submit RFP Questions, Electronic Proposal and Documents To:
<https://tempe-gov.bonfirehub.com>

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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 through the City's Procurement Portal (Bonfire) website at <https://tempe.gov.bonfirehub.com> under the appropriate solicitation opportunity no later than the designated due date and time and duly signed by an authorized representative of the company. Submissions submitted elsewhere or under the wrong solicitation will not be considered.
- B. Submission materials should be prepared in the file formats listed under Requested Information for this opportunity in the Bonfire Portal. The maximum upload file size is 1000 MB. Documents should not be embedded within uploaded files, as the embedded files will not be accessible or evaluated.
- C. Submissions may be amended via the City's Bonfire Portal but only before the designated due date and time.
- D. The signed proposal response constitutes an irrevocable offer to sell the goods and/or services 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.
- E. 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.
- F. The proposal must be uploaded, submitted and finalized prior to the designated due date and time. The City strongly recommends allowing sufficient time and at least one (1) day before the due date to begin the uploading process and to finalize the submission.

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.

General Instructions

- 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.
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 through Messages/Opportunity Q&A on the City's Procurement Portal through Bonfire. Offerors shall not contact or ask questions of other City staff or the City department for which the requirement is being procured. All questions must be submitted no later than the date and time indicated in the City's Bonfire Portal.
5. **Withdrawal of Proposal:** At any time before RFP Due and time, an Offeror may un-submit a proposal response through the City's Bonfire portal.
6. **Proposal Addenda:** Any changes to the solicitation document will be in the form of an Addendum. Addenda are posted on the City's Procurement Portal (Bonfire) website at <https://tempe-gov.bonfirehub.com> under the appropriate solicitation opportunity. Interested parties are cautioned to check the Procurement Portal through Bonfire for addenda prior to submitting the proposal. The City will not be held responsible if an Offeror fails to receive any addenda issued. The City shall not be responsible for any oral changes to the scope of work or specifications made by any employees or officer of the City and interested parties are cautioned not to rely on any such changes.
7. **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.
8. **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 the 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.
9. **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/can perform 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 describe in full detail within the proposal. The City shall be the sole judge as to whether any alternative 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.
10. **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.

General Instructions

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.

11. **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, considering the estimated value of the required services, and the scope, complexity and nature of such services.
12. **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.
13. **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.
14. **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.
15. **Proposal Results:** Offers will be opened on the stated due date, time and location indicated on the cover sheet of the solicitation at which time the name of each offeror will be read. Offers and all evaluation information are not available for public inspection until after the contract has been awarded. After award of the contract, an appointment may be made with the Procurement Officer to review quotation documents.

General Instructions

A preliminary bid tabulation will be posted on the City's Procurement Portal (Bonfire) immediately following the public bid opening. The information on the preliminary tabulation will be posted as it was red during the opening. The City makes no guarantee as to the accuracy of any information on the preliminary tabulation. Formal contract award results shall be placed on the Procurement Office web page <https://www.tempe.gov/government/financial-services/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 <https://tempe.hylandcloud.com/AgendaOnline/>.

16. **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 (<https://tempe.hylandcloud.com/AgendaOnline/>) 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.
17. **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 [Sales Tax & Regulatory Licenses](#).
18. **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.
19. **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.
20. **Payment by City Procurement Card:** The Procurement Office may elect to remit payment using 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.
21. **Code Governance:** Unless otherwise specified herein, the provisions of the Tempe City Code, Chapter 26A shall apply and govern this Request for Proposal.
22. **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 website up to five (5) days prior to the City Council meeting.
23. **Late Responses:** The Offeror assumes responsibility for having the Proposal submitted on time to the City's Procurement Portal (Bonfire) website. Any offers received after the RFP Due Date and Time shall not be considered. The Offeror assumes the risk of any delay in the electronic processing of the proposal response to Bonfire. Offerors must allow adequate time to ensure that the proposal is timely received.
24. **Copying Responses:** The Offeror hereby grants the City permission to copy all parts of its offer including, without limitation, any documents and/or materials copyrighted by the Offeror. The City's right to copy shall be for internal use in the evaluating the Offers.

General Instructions

25. **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 Offeror or Contractor at the time and place designated by the City.
- A. If a person believes that an offer or specification contains information that should be withheld as confidential, a statement advising the procurement officer of this fact shall accompany the submission and the information shall be so identified wherever it appears. A general statement of confidentiality that is not appropriately referenced to a specific section of the 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

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 make 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. **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. 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.
5. **Certification:** By signing the "Vendor's Offer", the Offeror certifies:
 - A. The submission of the proposal 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. 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. 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. The 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 the Contractor engages in for-profit activity and has 10 or more employees, and if this Contract has a value of \$100,000 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract 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.
- H. Compliance with A.R.S. § 35-394. Contractor hereby certifies that it does not currently, and agrees for the duration of this Agreement, that Contractor will not, use: 1. The forced labor of ethnic Uyghurs in the People's Republic of China; 2. Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or 3. 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. Contractor hereby agrees to indemnify and hold harmless the Customer, its officials, employees, and agents from any claims or causes of action relating to the Customer's action based upon reliance upon this representation, including the payment of all costs and attorney fees incurred by the Customer in defending such as action. Curing the term of agreement, Contractor shall alert the City within five (5) days after becoming aware of its noncompliance with this statute and cure any noncompliance within 180 days after initial notification of noncompliance. Failure to cure in accordance with the provisions of this statute shall result in contract termination.
6. **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.
7. **Confidentiality of Records:** 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.
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.

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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.
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. **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.
13. **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.
14. **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.
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 acquired, in its sole discretion. No commitment of any kind is made concerning quantities and Offeror hereby acknowledges and accepts same.
16. **Events of Default and Termination:**
 - A. In the event a party is in default then the other party may, at its option and at any time, provide written notice to the defaulting party of the default. The defaulting party will have thirty (30) days from the receipt of the written notice to cure the default; the thirty (30) day cure period may be extended by mutual agreement of the parties, but no cure period may exceed ninety (90) days. A default notice will be deemed to be sufficient if it is reasonably calculated to provide notice of the nature and extent of such default. Failure of the non-defaulting party to provide written notice of the default does not waive any rights under the Agreement. The occurrence of any one or more of the following events shall constitute a material breach of and default under the Contract.
 - i) Any failure by Contractor to pay funds or furnish materials, services and/or goods that fail to conform to any requirement of this Contract or provide personnel that do not meet Contract requirements;

Standard Terms and Conditions

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

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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. **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.

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22. **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.
23. **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.
24. **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.
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 of 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. **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.
28. **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.
29. **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.
30. **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.

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31. **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.
32. **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.
33. **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.
34. **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.
35. **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.
36. **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.
37. **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.
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. **Shipping Terms:** Prices shall be F.O.B. Destination (Freight Pre-Paid and Added) 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.

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40. **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.
41. **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.
42. **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.
43. **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.
44. **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.
45. **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 reduce or eliminate any legal or equitable remedies.

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46. **Work for Hire and Ownership of Deliverables:** The Contractor hereby agrees and covenants that all the results and proceeds of the Contractor's work and/or services for the Project specified herein, for the Contractor and all 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, the Contractor agrees and covenants that it shall be deemed to have assigned to the City all 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.

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.
 - 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

Special Terms & Conditions and Instructions

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. **Insurance:**

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

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

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

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

a. **Commercial General Liability**

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

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

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

b. **Worker's Compensation**

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

Special Terms & Conditions and Instructions

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

c. Automobile Liability

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

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

Special Terms & Conditions and Instructions

10. **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.
11. **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. Precautions 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.
12. **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.
13. **Subcontractor(s):** The City reserves the right to approve all subcontractors. Contractor is responsible for all actions of subcontractors. Contractor shall name subcontractors 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.

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. Services should also follow NRPA Standard 1900, Standard for Aircraft Rescue and Firefighting Vehicles, Automotive Fire Apparatus, Wildland Fire Apparatus and Automotive Ambulances. 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(s) shall provide superior customer service and timely maintenance and repair services to correct deficiencies and return the apparatus to service.

Facilities and Work Sites

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, however the Contractor may be asked to assist the City on a vehicle transport to the Contractor’s facility, if needed.

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 #	City Number	Year	Make	Model
E271	102	2023	E-One	TYPHOON
E272	18	2023	E-One	TYPHOON
E273	28	2015	SPARTAN	METROSTAR
E274	34	2014	SPARTAN	METROSTAR
E275	4	2023	E-One	TYPHOON
E276	26	2017	SPARTAN	METROSTAR
E277	25	2017	SPARTAN	METROSTAR
E278	7	2023	E-One	TYPHOON
L273	11	2007	AM LEFRANC	AERL PLTFRM
LT273	57	2021	FORD	F550
L276	56	2020	ROSENBAUER	LADDER
LT276	45	2014	SPARTAN	METROSTAR
R-Ladder	12	2015	ROSENBAUER	LADDER
R-Pumper	3	2008	ROSENBAUER	FIRE PUMP
R-Pumper	24	2008	ROSENBAUER	FIRE PUMP
R-Pumper	33	2014	SPARTAN	METROSTAR
R-Pumper	35	2014	SPARTAN	METROSTAR
R-Pumper	37	2008	ROSENBAUER	FIRE PUMP
LA272	13	2019	FORD	F 350 BAIT
HM272	9	2004	Freightliner	M-II Hackney

Scope of Work

Apparatus #	City Number	Year	Make	Model
S276	10	2004	Freightliner	M-II Hackney
SQ278	21	2006	AM LEFRANC	HD FIRE TRK
U277	54	2018	ROSENBAUER	RESCUE
M271	29	2017	FORD	AMBULANCE
M272	50	2019	FORD	AMBULANCE
M273	36	2020	FORD	AMBULANCE
M274	51	2019	FORD	AMBULANCE
M275	53	2021	FORD	AMBULANCE
M276	30	2017	FORD	AMBULANCE
R-Ambo	47	2017	FORD	AMBULANCE
R-Ambo	60	2019	FORD	AMBULANCE
New Ambo	112	2023	FORD	AMBULANCE
Hooklift	39	2011	INTERNATIO	HOOKLIFT TRK
Hooklift	74	2015	INTERNATIO	HOOKLIFT TRK
Shop Truck	92	2009	ISUZU	NQR FIRE

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

Minimum Qualifications

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

1. For all applicable 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.
2. Offerors shall provide copies of current, applicable certifications that demonstrate their qualifications. Certifications may include, but are not limited to the following:
 - A. Emergency Vehicle Technician Certifications Commission, Inc. (EVT) for Fire Apparatus Technician – Level 1, Level 2 or Master Level 3 certification
 - B. National Institute for Automotive Service Excellence (ASE) for Medium/Heavy Truck certification(s) appropriate for the system or component (Certifications T1 – T8)
 - C. 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.

Proposals will 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 and/or have authorized factory-trained personnel on site. 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.

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 Contractor 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.

Specifications

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.

	Yes	No
GROUP 1 – Authorized Cummins Facility		X
GROUP 2 – Authorized American LaFrance Facility	N/A	
GROUP 3 – Authorized E-One Facility	X	
GROUP 4 – Authorized Freightliner Facility		X
GROUP 5 – Authorized Horton Facility		X
GROUP 6 – Authorized International Facility		X
GROUP 7 – Authorized Ford Facility		X
GROUP 8 – Authorized Isuzu Facility		X
GROUP 9 – Authorized Rosenbauer Facility		X
GROUP 10 - Authorized Spartan Chassis Facility	X	
GROUP 11 – Authorized Hackney Facility		X
GROUP 12 – Authorized Allison Transmission Facility		X
GROUP 13 – Authorized Detroit Diesel Facility		X
GROUP 14 – Authorized Hale Facility	X	
GROUP 15 – Authorized Waterous Facility	X	
GROUP 16 – Authorized Bauer Facility		X
Offeror shall have a minimum of two (2) full-time Certified Emergency Vehicle Technicians on staff.	X	
Do you meet the minimum qualifications as outlined in the Scope of Work portion of this RFP?	X	

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.

Question / Response	
1	Provide a brief history of your firm to include years in business and a listing of vehicle types that you service (i.e. Cummins, Rosenbauer, Ford, etc.) See Specifications.
	Fire Truck Solutions LLC (FTS) is a full-service fire apparatus dealer providing truck sales, service, and parts. We are an authorized warranty center for REV Group Fire Trucks (E-ONE, KME, SPARTAN, SUTPHEN, FERRARA). FTS was founded in 2023 and acquired the E-ONE and KME dealership rights previously held H&E Equipment.
2	Indicate whether or not your firm is an authorized factory service center for the types of vehicles provided in question 1. 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? See Specifications.
	FTS is an authorized warranty center for REV Group Fire Trucks (E-ONE, KME, SPARTAN, SUTPHEN, FERRARA).
3	Identify the key personnel who will be assigned to the City apparatus and heavy vehicles and provide resumes for each. Provide evidence the key personnel are authorized factory-trained personnel and submit copies of current certifications applies to the Groups being proposed that demonstrate their qualifications.
	FTS currently has Seven Emergency Vehicle Technicians. Please see attached certifications.
4	Provide a detailed description of the services you provide and guaranteed response time for emergency repairs. Include services for both at the Contractor's facility and mobile services (if available).
	FTS provides on-site and mobile repair services, including emergency after-hours support. We will respond to emergency requests within two hours.

Proposal Questionnaire

“Return this Section with your Response.”

Question / Response	
5	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.
	FTS is an authorized distributor for all REV Group OEM Fire Parts. We are also an authorized distributor for several other parts brands including Hale, Waterous, FoamPro, Darley, and many others.
6	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.
	Fire Truck Solutions warrants its workmanship for 90 days after completion of services. Products sold are warranted exclusively by the manufacturer. Extended warranties are also available for purchase.
7	Identify any subcontractors that will be used to perform any work as part of this contract. Describe the work to be performed and the subcontractor's relevant qualifications.
	FTS may engage qualified subcontractors as needed to perform specialized tasks. Examples: Cummins factory authorized service centers, Rush Truck Centers, Allison Transmisison authorized dealer
8	Provide a detailed description and location of your repair facilities and mobile service equipment. List the hours of operations.
	Our main Phoenix facility is located at 2950 E. Broadway Rd, Phoenix, AZ 85040. The facility is approximately 30,000 square feet. We are open Monday through Friday from 7AM to 5PM. FTS also has several fully equipped mobile service trucks.
9	Provide the response time upon notification of repair requests for apparatus and heavy vehicles.
	We will respond to non-emergency request within 1 business day with a follow up response.

Proposal Questionnaire

"Return this Section with your Response."

Question / Response																													
10	<p>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.</p> <p>FTS has provided Fire Apparatus Repair Services and Parts for the references listed below.</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 30%;">Name of Company:</td> <td>City of Tempe</td> </tr> <tr> <td>Name of Contact:</td> <td>Mike Atkinson</td> </tr> <tr> <td>Email Address:</td> <td>mike_atkinson@Tempe.gov</td> </tr> <tr> <td>Phone Number:</td> <td>480-250-5426</td> </tr> <tr> <td colspan="2"> </td> </tr> <tr> <td>Name of Company:</td> <td>City of Glendale</td> </tr> <tr> <td>Name of Contact:</td> <td>Don Jessee</td> </tr> <tr> <td>Email Address:</td> <td>D.Jessee@GlendaleAZ.com</td> </tr> <tr> <td>Phone Number:</td> <td>602-565-9394</td> </tr> <tr> <td colspan="2"> </td> </tr> <tr> <td>Name of Company:</td> <td>City of Mesa</td> </tr> <tr> <td>Name of Contact:</td> <td>Jason Nickelson</td> </tr> <tr> <td>Email Address:</td> <td>Jason.Nickelson@MesaAZ.gov</td> </tr> <tr> <td>Phone Number:</td> <td>480-797-1308</td> </tr> </table>	Name of Company:	City of Tempe	Name of Contact:	Mike Atkinson	Email Address:	mike_atkinson@Tempe.gov	Phone Number:	480-250-5426			Name of Company:	City of Glendale	Name of Contact:	Don Jessee	Email Address:	D.Jessee@GlendaleAZ.com	Phone Number:	602-565-9394			Name of Company:	City of Mesa	Name of Contact:	Jason Nickelson	Email Address:	Jason.Nickelson@MesaAZ.gov	Phone Number:	480-797-1308
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Name of Company:	City of Mesa																												
Name of Contact:	Jason Nickelson																												
Email Address:	Jason.Nickelson@MesaAZ.gov																												
Phone Number:	480-797-1308																												
11	<p>Provide a statement of acceptance of the City's terms and conditions. Any exceptions taken must be clearly identified in your proposal.</p> <p style="margin-top: 20px;">Fire Truck Solutions LLC accepts the City of Tempe terms and conditions.</p>																												
12	<p>Do you agree to FOB Destination, prepaid and added; see Standard Terms & Conditions #39</p> <p style="margin-top: 20px;">Yes</p>																												
13	<p>Include catalogs, price lists, or websites directly to online catalog or price sheet for % off list price or a % mark-up vendor cost on the Price Sheet.</p> <p style="margin-top: 20px;">Please refer to the REV Fire Group Parts website (www.firetruckparts.com)</p>																												

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 the offers submitted and determine if any should be removed from consideration due to substantial failure to submit a responsive offer. Any offer determined to be substantially non-responsive shall be removed from consideration.
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

<i>Outstanding</i>	9 - 10
<i>Good</i>	6 - 8
<i>Average</i>	4 - 5
<i>Poor</i>	1 - 3
<i>Not Addressed or Unacceptable</i>	0

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

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

EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

The method and amount of compensation is in accordance with Section 3 of this agreement.

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Statement of Work must not exceed \$750,000 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

To provide maintenance and repair services to city-owned fire apparatus and heavy-duty vehicles and equipment on an as-needed basis.

Pricing Section

"Return this Section with your Response."

If your firm's rates are the same across OEMs, please use the abbreviated table below:

	Description	Unit Price
1	Same rates across all OEMs	
	• Hourly rate for labor to repair or replace equipment	\$ 160
	• Hourly rate for scheduled maintenance	\$ 160
	• % discount off replacement / maintenance parts	Cost + 29%

If your firm's rates vary by OEM, please utilize the following table for your pricing response:

	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 Freightliner Facility	
	• Hourly rate for labor to repair or replace equipment	\$
	• Hourly rate for scheduled maintenance	\$
	• % discount off replacement / maintenance parts	%
5	Authorized Horton Facility	
	• Hourly rate for labor to repair or replace equipment	\$
	• Hourly rate for scheduled maintenance	\$
	• % discount off replacement / maintenance parts	%
6	Authorized International Facility	
	• Hourly rate for labor to repair or replace equipment	\$
	• Hourly rate for scheduled maintenance	\$
	• % discount off replacement / maintenance parts	%
7	Authorized Ford Facility	
	• Hourly rate for labor to repair or replace equipment	\$
	• Hourly rate for scheduled maintenance	\$
	• % discount off replacement / maintenance parts	%
8	Authorized Isuzu 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."

Description		Unit Price
9	Authorized Rosenbauer Facility	
	• Hourly rate for labor to repair or replace equipment	\$
	• Hourly rate for scheduled maintenance	\$
	• % discount off replacement / maintenance parts	%
10	Authorized Spartan Chassis Facility	
	• Hourly rate for labor to repair or replace equipment	\$
	• Hourly rate for scheduled maintenance	\$
	• % discount off replacement / maintenance parts	%
11	Authorized Hackney Facility	
	• Hourly rate for labor to repair or replace equipment	\$
	• Hourly rate for scheduled maintenance	\$
	• % discount off replacement / maintenance parts	%
12	Authorized Allison Transmission Facility	
	• Hourly rate for labor to repair or replace equipment	\$
	• Hourly rate for scheduled maintenance	\$
	• % discount off replacement / maintenance parts	%
13	Authorized Detroit Diesel Facility	
	• Hourly rate for labor to repair or replace equipment	\$
	• Hourly rate for scheduled maintenance	\$
	• % discount off replacement / maintenance parts	%
14	Authorized Hale Facility	
	• Hourly rate for labor to repair or replace equipment	\$
	• Hourly rate for scheduled maintenance	\$
	• % discount off replacement / maintenance parts	%
15	Authorized Waterous Facility	
	• Hourly rate for labor to repair or replace equipment	\$
	• Hourly rate for scheduled maintenance	\$
	• % discount off replacement / maintenance parts	%
16	Authorized Bauer Facility	
	• Hourly rate for labor to repair or replace equipment	\$
	• Hourly rate for scheduled maintenance	\$
	• % discount off replacement / maintenance parts	%
<p>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.</p>		
17	Fees to Pick-up and Delivery of Vehicles	Rate
	Fee for pick-up of drivable vehicle	\$75
	Fee for towing of non-drivable vehicle	\$600
	Fee for return of drivable vehicle	\$75

Pricing Section

"Return this Section with your Response."

* Applicable Tax 8.6 %

*** 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.

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:

Teresa Munoz
Carey Alf
Wayne Knowles

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

Vendor's Offer

"Return this Section with your Response."

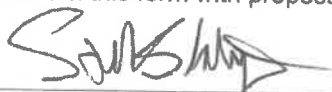
Offeror must complete, sign and submit this form to the Procurement Office with the proposal response. An unsigned "Vendor's Offer", late proposal response, and/or a materially incomplete response will be considered nonresponsive and rejected. Offeror is to type or legibly write in ink all information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

Company Name:	Fire Truck Solutions, LLC			
Company Purchase Order Mailing Address:				
Street Address:	PO Box 20396			
City, State, Zip:	Phoenix, AZ 85036			
Contact Person:	Steve Slatzer	Phone Number:	480-205-0727	
E-mail Address:	Steve.slatzer@firetrucksolutions.com	Cell Number:	480-205-0727	
<u>Remit to Information</u>				
Company Name (as it appears on invoice):	Fire Truck Solutions, LLC			
Company Payment Remit to Address:				
Street Address:	PO Box 20396			
City, State, Zip:	Phoenix, AZ 85036			
<u>Company Tax Information</u>				
If a Tempe-based firm, provide Tempe Transaction Privilege (Sales) Tax No.:				
<u>Payment Options</u>				
Will your company accept the City's Master Card for payment?	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Will your company accept Payment via ACH (Automated Clearing House) for payment?	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>

THIS PROPOSAL IS OFFERED BY

REQUIRED SIGNATURE OF AUTHORIZED OFFEROR

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



Signature of Authorized Offer

Steven Slatzer

Print or Type Name of Authorized Individual

12/18/2024

Date

Member, Fire Truck Solutions, LLC

Title of Authorized Individual

Anti-Discrimination Policy

"Return this Section with your Response."



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

"Return this Section with your Response."



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 __Fire Truck Solutions, LLC__ (contractor/vendor) to be in compliance with Tempe City Code Chapter 2 Article VIII Section 2-603(5).

A handwritten signature in black ink, appearing to read 'S. Slatzer', written over a horizontal line.

Signature

Date:

12/10/2024

Steven Slatzer
Print Name

Member, Fire Truck Solutions LLC_
Title

Fire Truck Solutions, LLC
Company

Affidavit of Compliance with House Bill 2488

"Return this Section with your Response."



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

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:

I hereby certify Fire Truck Solutions, LLC (contractor/vendor) to be in compliance with Arizona House Bill 2488



Signature

12/18/2024

Date

Steven Slatzer
Print Name

Member, Fire Truck Solutions, LLC
Title

Fire Truck Solutions, LLC
Company

Supplier Sustainability Questionnaire

"Return this Section with your Response."

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

To further this commitment, the City has developed a Sustainable Procurement Policy that provides specific guidelines for how these important sustainable practices and programs will be reflected in contract award decisions. By partnering with companies who share these sustainability goals, the City will be able to significantly enhance sustainable outcomes. To support these efforts, the following Supplier Sustainability Questionnaire has been developed that will allow the City to better understand your company's efforts and commitments regarding sustainable practices and initiatives. This questionnaire has two sections – a section to understand what your company is doing regarding sustainable actions and a section to understand the specific sustainable attributes of the product or service that you are offering.

Item	Question	Response
Corporate Sustainable Actions		
1.	What sustainability guidelines or environmental statement does your company have to guide the company as a whole? Please include a link.	https://revgroup.com/rev-sustainability/
2.	What is your company doing to be more energy efficient?	LED lighting, Programmable Thermostats
3.	What is your company doing to reduce greenhouse gas emissions?	FTS recently sold the first fully electric North American style fire truck to the City of Mesa
4.	What is your company doing to reduce waste transferred to landfills?	https://revgroup.com/rev-sustainability/
5.	What is your company doing to reduce water waste?	https://revgroup.com/rev-sustainability/
6.	What kind of effort does your company make to reduce the use of environmentally harmful materials (such as cleaning products, etc.)?	We use environmentally friendly products when possible
7.	Does your company take any actions to manage the sustainability of your supply chain? If yes, please explain.	https://revgroup.com/rev-sustainability/
8.	Has your company received any environmental or sustainability related independent certifications or recognitions? If yes, please explain.	No
Product Sustainable Attributes		
1.	Has your company performed an environmental life cycle analysis on the product being offered to the City? If yes, please provide documentation.	No
2.	Can the offered product(s) offered be refurbished, recycled, or composted at the end of its life? If yes, please elaborate.	Yes, our used oil is picked up for recycling by an outside vendor.
3.	Does the offered product(s) include any recycled materials? If yes, please explain.	Yes, certain parts and materials that we use are made from recycled materials.
4.	What measures have been taken to reduce unnecessary packaging materials associated with the product being offered?	N/A
5.	What kind of reusable, recyclable, and/or compostable packaging materials does your company use?	N/A

Supplier Sustainability Questionnaire

"Return this Section with your Response."

Item	Question	Response
Product Sustainable Attributes		
6.	Has the offered product(s) been rated or certified by a third-party organization such as Energy Star, Green Seal, Leadership in Energy and Environmental Design (LEED), Forest Stewardship Council, etc.? If yes, please provide certification documentation.	No
7.	Please provide any additional information you would like to share regarding your product's sustainable attributes.	

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

Greenhouse Gas Calculators:

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

Sustainable Packaging:

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

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

Cleaning Products:

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

Tool to Measure and Track your Waste and Recycling:

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

Water Conservation:

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