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

This Linking Agreement ("Agreement") is entered into as of this day of , 2026, between the City of Glendale, an Arizona municipal corporation ("City"), and Rush Truck Centers of Arizona, Inc., a Delaware corporation, authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

RECITALS

A. On June 1, 2024, the City of Phoenix, a member of the S.A.V.E. Cooperative Purchasing Agreement, Rush Truck Centers of Arizona, Inc., entered into a contract with Contractor to purchase the goods and services described in Medium & Heavy Duty Cab and Chassis Contract No. 160791-0 ("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 June 1, 2024, until the date the contract terminates on May 31, 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 May 31, 2029. The initial period of this Agreement is the period from the Effective Date of this Agreement until May 31, 2027.

   B. The City may extend the term of this Agreement for two (2) one-year option periods if the Cooperative Agreement is likewise extended and the City gives the Contractor notice that it is exercising its option to extend this Agreement 30 days prior to the anniversary of the Effective Date. Glendale extensions are not automatic and shall only occur if the City affirmatively exercises its right to extend this Agreement.

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

A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as **Exhibit B**.

B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporated into and are an enforceable part of this Agreement.

3. Compensation.

A. City shall pay Contractor compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement, which is attached hereto as **Exhibit C**.

B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed six million dollars ($6,000,000) 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

Rush Truck Centers of Arizona, Inc.
c/Christian Salam
9600 W. Roosevelt St.
Tolleson, AZ 85353

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

"City"

City of Glendale, an Arizona municipal corporation

By: ______________________
Patrick S. Banger
City Manager

"Contractor"

Rush Truck Centers of Arizona, Inc.
a Delaware corporation,

By: ______________________
Name: Chris Ryan
Title: Regional General Manager

ATTEST:

____
Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

____
Michael D. Bailey
City Attorney

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
RUSH TRUCK CENTERS OF ARIZONA, INC.

EXHIBIT A
CITY OF PHOENIX
CONTRACT NO. 160791-0
MEDIUM & HEAVY DUTY CAB AND CHASSIS

OFFER

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

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

Arizona Sales Tax No.	07-599669- K
Use Tax No. for Out-of-State Suppliers	N/A
City of Phoenix Sales Tax No.	99009306
Arizona Corporation Commission File No.	F-0887513-4

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

Enter City's Registration System ID Number Located at City's eProcurement website (see SECTION 2 – INSTRUCTIONS - CITY'S REGISTRATION)	3025231

Offeror has read, understands, and will fully and faithfully comply with this solicitation, its attachments and any referenced documents. Offeror certifies that the prices offered were independently developed without consultation with any other Offeror or potential Offerors.

Authorized Signature | Date: 2/12/24

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

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

Street Address:	9600 West Roosevelt Street
City, State, Zip Code:	Tolleson, AZ 85353
Telephone Number:	520-837-9305
Email Address:	RyanC@RushEnterprises.com

ACCEPTANCE OF OFFER

The Offer is hereby accepted.

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

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

CITY OF PHOENIX
A Municipal Corporation
Jeffrey Barton, City Manager

Felipe Moreno
____

Director or delegate: Felipe Moreno
Title: Public Works Director
Department: Public Works Department

PHOENIX, ARIZONA INCORPORATED FEB. 25, 1881

Attest:

Denise Archibald
_______________________________ this 29 day of May 2024

City Clerk

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

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
RUSH TRUCK CENTERS OF ARIZONA, INC.

EXHIBIT B
Scope of Work

With this Agreement, the City is authorizing purchases of Medium & Heavy Duty Cab and Chassis Vehicles, on an as-needed basis.

160791--0

City of Phoenix

INVITATION FOR BID
IFB 24-FSD-034
MEDIUM & HEAVY DUTY CAB AND CHASSIS

City of Phoenix

Public Works

200 W Washington St

Phoenix, AZ

85003

RELEASE DATE: January 10, 2024

DEADLINE FOR QUESTIONS: January 26, 2024

RESPONSE DEADLINE: February 14, 2024, 11:00 am

City of Phoenix
INVITATION FOR BID
IFB 24-FSD-034
Medium & Heavy Duty Cab and Chassis

BID PRICE SCHEDULE – This is separately attached at: https://solicitations.phoenix.gov/

SUBMITTAL FORMS - This is separately attached at: https://solicitations.phoenix.gov/

<u>Submittals</u>

Offer Page

Acceptance Form

Conflict of Interest and Transparency

Costs and Payments

Place of Business

Warranty

Notices and Contacts

1. Introduction

1.1. Summary

The City of Phoenix, Public Works Department, Fleet Services Division (City) manages and maintains a large inventory of medium and heavy-duty fleet vehicles. The City intends to use this Contract as necessary to manage these fleet vehicles. This contract will be for a three-year term, with two-one year options period beginning on or about April 1, 2024.

1.2. Contact Information

Sean Wulfekule
Contract Specialist
200 W Washington St
Phoenix, AZ 85003
Email: sean.wulfekuhle@phoenix.gov
Phone: (602) 534-0095

Department:
Public Works

1.3. Timeline

Schedule of Events

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

To request a reasonable accommodation or alternative format for any public meeting, please contact the Procurement Officer (Sean Wulfekuhle) at (602) 534-0095/Voice or 711/TTY, or sean.wulfekuhle@phoenix.gov, no later than two (2) weeks prior to the meeting.

Solicitation Issue Date	January 10, 2024

Pre-Offer Conference (Non-Mandatory)	January 24, 2024, 9:00am https://phxpublicworks.webex.com/phxpublicworks/j.php?MTID=m2b12aafc0df9e9753553cbb603be450d Meeting number: 2496 365 0432 Password: pjECP2mXz63 Join by video system Dial 24963650432@phxpublicworks.webex.com You can also dial 173.243.2.68 and enter your meeting number. Join by phone +1-415-655-0001 US Toll Access code: 2496 365 0432 Meeting number: 2496 365 0432
Written Inquiries Due Date	January 26, 2024, 9:00am
Offer Due Date	February 14, 2024, 11:00am **Join by phone** +1-415-655-0001 US Toll **Join by meeting number** Meeting number (access code): 2499 294 0539

2. Instructions

2.1. Description – Statement of Need

The City of Phoenix invites sealed offers for medium and heavy duty cab and chassis for a three-year term, with two option years commencing on or about June 1, 2024, in accordance with the specifications and provisions contained herein or the "Effective Date" which is upon award by City Council, conditioned upon signature and recording by the City Clerk's department, as required by the Phoenix City Code, whichever is later.

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

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

2.2. City's Vendor Self-Registration and Notification

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

2.3. Preparation of Offer

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

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

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

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

A. Consider applicable laws and/or economic conditions that may affect cost, progress, performance, or furnishing of the products or services.

B. Study and carefully correlate Offeror's knowledge and observations with the solicitation and other related data.

C. Promptly notify the City of all conflicts, errors, ambiguities, or discrepancies that Offeror has discovered in or between the solicitation and other related documents.

D. The City does not reimburse the cost of developing, presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Offeror is responsible for all costs incurred in responding to this solicitation. All materials and documents submitted in response to this solicitation become the property of the City and will not be returned.

E. Offerors are reminded that the specifications stated in the solicitation are the minimum level required and that offers submitted must be for products or services that meet or exceed the minimum level of all features specifically listed in this solicitation. Offers offering less than any minimum specifications or criteria specified are not responsive and should not be submitted.

F. Offer responses submitted for products considered by the seller to be acceptable alternates to the brand names or manufacturer's catalog references specified herein must be submitted with technical literature and/or detailed product brochures for the City's use to evaluate the products offered. Offers submitted without this product information may be considered as non-responsive and rejected. The City will be the sole judge as to the acceptability of alternate products offered.

G. Prices will be submitted on a per unit basis by line item, when applicable. In the event of a disparity between the unit price and extended price, the unit price will prevail unless obviously in error.

2.4. Fixed Offer Price Period

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

2.5. Obtaining a Copy of the Solicitation and Addenda

Interested Offerors may download the complete solicitation and addenda from https://solicitations.phoenix.gov/. Any interested Offerors without internet access may obtain this solicitation by calling the Procurement Officer or picking up a copy during regular business hours at the City of Phoenix, Public Works Department, 200 W. Washington Street, 7th Floor, Phoenix, AZ 85003. It is the Offeror's responsibility to check the website, read the entire solicitation, and verify all required information is submitted with their Offer.

2.6. Exceptions

Offeror must not take any exceptions to any terms, conditions or material requirements of this solicitation. Offers submitted with exceptions may be deemed non-responsive and disqualified from further consideration in the City's sole discretion. Offerors must conform to all the requirements specified in the solicitation. The City encourages Offerors to send inquiries to the Procurement Officer rather than including exceptions in their Offer.

2.7. Inquiries

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

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

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

2.8. Addenda

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

2.9. Business in Arizona

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

2.10. Licenses

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

2.11. Certifications

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

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

2.12. Submission of Offer

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

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

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

For Electronic Submittal: Please submit your response via email to pwd.solicitations@phoenix.gov. The date and time on the email will provide proof of submission and verification if the Offer was received on or prior to the due date and time specified.

Please identify the solicitation number and title in the subject line of the email when submitting the Offer.

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

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

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

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

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

2.13. Withdrawal of Offer

At any time prior to the solicitation due date and time, an Offeror (or designated representative) may withdraw the Offer by submitting a request in writing and signed by a duly authorized representative. If Offeror withdraws the Offer electronically by email to the Procurement Officer, the request to withdraw must be in the form of a letter attached to the email that includes either an image of the duly authorized representative's signature or an electronic signature from a verifiable source, such as Adobe Sign, DocuSign or a similar verifiable software program.

2.14. Offer Results

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

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

2.15. Pre-Award Qualifications

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

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

2.16. Award of Contract

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

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

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

B. Notwithstanding any other provision of this solicitation, the City reserves the right to: (1) waive any immaterial defect or informality; or (2) reject any or all offers or portions thereof; or (3) reissue a solicitation.

C. A response to a solicitation is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's solicitation. Offers do not become contracts until they are executed by the Chief Procurement Officer or Department Director. A contract has its inception in the award, eliminating a formal signing of a separate contract. For that reason, all of the terms, conditions and specifications of the procurement contract are contained in the solicitation, and in any addendum or contract amendment.

2.17. Solicitation Transparency Policy

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

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

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

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

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

"To discuss" means any contact by the Offeror, regardless of whether the City responds to the contact. Offerors that violate this policy will be disqualified until the resulting contract(s) are awarded, or all offers or responses are rejected and the solicitation is cancelled without any announcement by the Procurement Officer of the City's intent to reissue the same or a similar solicitation. The City interprets the policy as continuing through a cancellation of a solicitation until Council award of the contract, as long as the City cancels with a statement that the City will rebid the solicitation.

2.18. Protest Process

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

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

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

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

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

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

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

2.19. Public Record

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

2.20. Late Offers

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

2.21. Right to Disqualify

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

2.22. Contract Award

In accordance with the City of Phoenix Code, Chapter 43, Section 43-12, Competitive Sealed Bidding, award(s) shall be made to the lowest responsible and responsive offeror(s) whose offer conforms in all material respects to the requirements set forth in this solicitation. The City reserves the right to award a contract by individual line items, by group, all or none, or any other combination most advantageous to the City. The City reserves the right to multiple award.

2.23. Determining Responsiveness and Responsibility

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

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

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

2.24. Equal Low Offer

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

3. Scope of Work

3.1. SCOPE

The City of Phoenix, Public Works Department, Fleet Services Division (City) is responsible for the acquisition, management and maintenance of a citywide fleet of over 7,000 vehicles and support equipment. The City has an ongoing requirement for the purchase and delivery of multiple types of medium and heavy duty vehicles.

The City desires to enter into a contract(s) with reliable and capable vendors who can; provide an effective ordering method for contract specific items, has sufficient delivery capabilities, and offers a full, comprehensive line of Medium and Heavy Duty Cab and Chassis. This contract(s) will be used on an as needed basis; the City makes no guarantee as to actual spend under any resultant contract

3.2. GENERAL CONDITIONS AND REQUIREMENTS

A. All chassis will be manufacturer's current models in production throughout the term of this contract and will be services completed by the Contractor before delivery and ready in all respects for use.

B. All vehicles shall be new, unused, equivalent in style and quality to those offered to the general public and meet or exceed all specifications and requirements set forth in this solicitation.

C. All chassis bid and furnished will meet requirements of applicable Arizona Motor Vehicle laws and all other Federal Motor Vehicle laws (including the Federal Bridge Formula), whether or not such requirements are specified in detail.

D. The Contractor will supply a quote within seven (7) calendar days after receiving request from the City. The quotation will include but not be limited to the following information: City contract number, vehicle availability and delivery lead-time, Vehicle Identification Number (VIN) if available, dealer stock number if available, vehicle base bid price, itemized options (including line item cost), applicable tax, total price, and point of contact. For vehicles requiring upfit/modifications, all applicable cost shall be included in quotation. If the upfit/modifications are being completed by a separate subcontractor, Contractor will provide the subcontractor's quotation on a separate sheet(s) and supply it with the Contractor quotation.

E. Within fourteen (14) calendar days after receipt of a purchase order, Contractor will provide the City copies of the manufacturer's factory order numbers, to confirm vehicles have been ordered. If confirmation of manufacturer's factory order numbers is not received within this timeframe, the City has the option to cancel the order and purchase from another source. The City may charge the extra cost of procuring the vehicles to the original vendor. This will be considered a mandatory requirement. Failure to provide this document for each vehicle ordered may be cause for determination of default of contract.

3.3. CHASSIS MODELS

The Contractor is encouraged to provide a full line of new Medium and Heavy Duty Cab & Chassis. Contractors will submit a vehicle specification sheet for each cab & chassis offered, please see Submittal Spreadsheet. The City will have varying needs. Contractor will provide a full line of manufactured new vehicles and all subsequent variants of each vehicle; including but not limited to, models and manufacturer options to meet the needs of the City.

3.4. CHASSIS UPFIT/MODIFICATION

The City may request the awarded Contractor(s) to upfit/modify any cab and chassis for specific organizational needs. For example, a chassis may require a specialized body (i.e.: dump body, landscape body, etc.). Other cab and chassis may require interior and/or exterior modifications per the City's request. The City will supply all upfit/modification requests to the Contractor. The Contractor will identify any conditions that apply to the upfit/modification on a quotation to the City for review and acceptance before any work commences.

3.5. CAB AND CHASSIS EQUIPMENT REQUIREMENTS

A. **Decals** – Decals or markings of any type pertaining to advertisement other than those installed by the manufacturer such as name and model will not be attached to any vehicle.

B. **Fluid Requirements** – Contractor will be responsible for notifying the City of special fluid requirements that are necessary to maintain standard and extended warranties and service agreements i.e. transmission fluid, anti-freeze, oils and lubricants that will be Original Equipment Manufacturer (OEM) only.

C. **Service Requirements** – All vehicles will be completely assembled, serviced, adjusted and all equipment including standard and optional equipment will be installed and the units made ready for continuous operation. Servicing requirements will include, but not limited to, the following:

1. Complete lubrication
2. Checking of all fluid levels to insure that they are filled to the manufacturer's recommended capacity
3. Full tank(s) of fuel, less delivery fuel
4. Engine adjustment to proper operation condition
5. Tire inflation to correct pressure
6. Checking of all mechanical and electrical operations
7. Checking for any appearance defects
8. Cleaning, removal of all unnecessary tags and sticker, washing if necessary

D. **Special Paint Requirement** – The City may require special paint for some vehicles, i.e., special highway yellow and special fleet colors. An increase of no more than thirty (30) days over the required delivery time will be allowed for this requirement. Contractors will indicate on Attachment I if there are any quantity requirements or an additional cost for specialty fleet colors. If no information is entered on Attachment I, it will be understood that there is no quantity requirement or additional cost.

E. **Tires** – Any spare tire supplied, optional or standard, will match the OEM tires and wheels contained on the vehicle. Spare tires will be full size tire and wheel identical to factory OEM.

F. **Vehicle Equipment Requirements** – All base vehicles offered shall, at a minimum, include the following:

1. All standard factory equipment
2. Automatic transmission
3. Cruise Control
4. Four (4) keys and two (2) keyless entry remotes (if applicable), per vehicle
5. Air conditioning
6. Cloth seats
7. Rear view mirrors on driver and passenger doors
8. Window tint will be as dark as possible, not to exceed Arizona legal requirements, and will be applied on all side and rear windows to block out not more than 33% of the light or reflect more than 35%.

3.6. TRAINING MATERIALS AND DIAGNOSTIC TOOLS

Training will be provided by the Contractor for equipment supplied upon request from the City. Training will be available for maintenance of engine and other mechanical and electrical functions.

3.7. Shop Manuals

Shop manuals will be provided by electronic, web based and/or hard copy to the City.

3.8. MANUFACTURER'S CERTIFICATION

The Contractor will submit a current and complete Manufacturer's Certification form (Attachment II), stating that the Contractor is the Manufacturer or a Certified Representative of the Manufacturer, for each Manufacturer they represent under a resultant contract. The Manufacturer's Certification form(s) must be executed by the Manufacturer(s) only, and may not be completed by the Contractor. Dealer agreements will not be accepted in lieu of a Manufacturer's Certification.

3.9. EMISSION REQUIREMENTS

Engines, model, accessories, and options offered, main and auxiliary (if required), must meet or exceed the Federal Emissions Standards in place at the time the purchase order is issued. Vehicles offered must be the current model in production at the time the purchase order is issued. If the model year offered is a future production model, the Federal Emissions Standard in place at the time of production is required.

3.10. NEW EQUIPMENT

All items offered shall be new equipment supplied from the manufacturer. Submissions for remanufactured equipment will be considered non-responsive and rejected.

3.11. PRODUCT DISCONTINUANCE

The City may award contracts for particular products and/or models of equipment as a result of the solicitation. In the event that a product or model is discontinued by the manufacturer, the City, at its sole discretion, may allow the contractor to provide a substitute for the discontinued item. Contractor will request permission to substitute a new product or model and provide the following:

A. A formal announcement from the manufacturer that the product or model has be discontinued.

B. Documentation from the manufacturer that names the replacement product or model.

C. Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original solicitation.

D. Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.

E. Documentation from the manufacturer confirming the price for the replacement item.

Public Works Director or designee will be the sole judge in determining the allowable substitute, new product or model change for discontinued item

3.12. SUBSTITUTION OF SPECIFIED ITEMS

Whenever in the specifications any item or process is requested or specified by manufacturer name, proprietary name or patent, such specifications will be used for the purpose of facilitating descriptions of the item or process and will be followed by the words "or equal." The Contractor may offer any item or process that is equal in every respect. However, if the item or process delivered is not, in the opinion of the City of Phoenix, equal in every respect to the specifications, then the Contractor must furnish the item or material with one that is, in the opinion of the City of Phoenix, equal.

3.13. VEHICLE PRICING

Prices will be in effect for the current model year vehicles until the factory cut-off date. After that date and for the purchase of in-stock vehicles at any time, pricing shall be at the factory invoice, less the percentage off factory invoice price; Additional price reductions (i.e. factory bid assistance, retail incentive, etc.) may be applied as available. The contractor must provide a copy of the factory invoice. The factory invoice shall be unaltered to include original factory pricing from the manufacturer. Failure to price in this manner may be cause for contract cancellation. Quantity discounts shall be firm and fixed for the specified accumulative contract period.

3.14. VEHICLE PRICE

All prices submitted shall be firm and fixed for the initial current vehicle model year contract period. Thereafter, price adjustments will be considered annually provided the adjustments are submitted in writing with thirty (30) days advance notice. Requests shall be accompanied with written documentation from the manufacturer confirming the price increase. The City of Phoenix will be the sole judge in determining the allowable increase amount. Price adjustment requests shall be sent to IFB 24-FSD-034, City of Phoenix, Procurement, 200 West Washington Street 7th Floor, Phoenix AZ 85003. Price increases agreed to by any staff other than Public Works Director are invalid. Contractor acknowledges and agrees that it will repay all monies paid a requested price increase unless the price increase was specifically approved in writing by the Public Works Director.

3.15. OPTIONS, UPGRADES AND ACCESSORIES

As part of any response hereto, Contractor is expected to supply a complete listing of vehicle and/or related equipment, model upgrades, model downgrades, options, replacement parts, services, and accessories with offer. The listing may be provided or in such clearly indicated for ease of evaluation and clarity. Failure to submit a pricing listing of accessories, options, parts, services, etc., may result in offer being considered non-compliant. Additional non-manufacturer accessories, options, or upgrades may be purchased anytime and must be priced at the documented dealer's cost with no additional profit

Rebates, specials, core charges, returns, or discounts are to be applied when they are directly attributable to the delivery and/or service of the vehicle. The City reserves the right to audit applicable records to ensure proper administration. Contractor must guarantee an established, reliable, responsive supply chain for the procurement of both major and minor items, components for all items installed, maintained, and repaired. A repeated failure to obtain major and minor items and components in the timely manner required completing acquisition; maintenance, and repairs to the City's satisfaction would be sufficient cause to terminate any contract. Any options, upgrades, or accessories not listed must be approved in advance with actual documented costs to Public Works. The Public Works Director or designee will be the sole judge in determining the allowable options, upgrades, and accessories.

3.16. VEHICLE DOCUMENTS AND CERTIFICATES

The following documents and certificates are required for each vehicle and must be provided at the time of delivery:

- Chassis Manufacturer MSO
- Manufacturer's Bill of Materials
- Certificate of vehicle completion
- Level one inspection by Arizona Motor Vehicle Department
- Fleet Services Division, Warranty checklist (form provided)
- Fleet Services Division, Pre-Delivery checklist (form provided)
- Monroney label (window sticker)

Vehicle delivery will not be considered complete until all required documents are provided, any or all of which, if required to obtain tax exempt license, shall be furnished to the consignee at the time of delivery.

3.17. VEHICLE IN SERVICE NOTIFICATION

Vehicles not placed in service immediately upon receipt will be warrantied from the date the vehicle is placed in service. The Fleet Services Division will notify the vendor in writing of the actual in-service date. The in-service date will not be more than six months after delivery of acceptable vehicles. Delayed warranty forms must be provided with all vehicles.

3.18. DECALS

Decals or markings of any type pertaining to advertisement other than the manufacturer's name and model designation normally installed by the manufacturer will not be attached to any vehicle or equipment.

3.19. MANUALS

A. All service manuals, parts books, diagrams, and schematics shall be provided in either electronic or paper copy using the following format and quantity. All materials will be provided by model and model year delivered. Electronic copies of the service and parts manuals are preferred.

B. Operator's Manual - One paper copy (no exceptions) per unit delivered, plus one single additional copy per model for placement in a reference library.

C. Service, Wiring Diagrams, Hydraulic Schematics and Parts Manuals Electronic Copy – **Internet connectivity is preferred.** If not available via Internet, either compact disc (CD) or digital versatile disc (DVD) will be accepted. One electronic copy each of the service manual and parts book shall be supplied. One electronic copy of the complete wiring diagrams and hydraulic schematics shall also be provided for the medium and heavy duty cab and chassis delivered "as built". The hydraulic schematics shall include the diameter and length of each hose used. The manufacturer's part number used for each fitting shall also be provided. Electronic copies shall be presented in a PDF searchable format if available.

D. A release shall be provided allowing the City the rights to install electronic copies to the City's intranet website. Access to component manufacturer's websites is acceptable in lieu of paper, CD, or DVD; however, access must be operable to the City of Phoenix at time of delivery.

E. Service, Wiring Diagrams, Hydraulic Schematics and Parts Manuals Paper Copy – If only a printed format is available, a total of five copies each of the service manual and parts manual shall be supplied. Five copies of the complete wiring diagrams and hydraulic schematics shall also be provided for the medium and heavy duty cab and chassis delivered "as built". The hydraulic schematics shall include the diameter and length of each hose used. The manufacturer's part number used for each fitting shall also be provided.

F. Service, Wiring Diagrams, Hydraulic Schematics and Parts Manuals will cover all components of the finished medium and heavy duty cab and chassis in detail (to include engine, transmission, axles, wiring, hydraulics and all other components). Service manuals will be sufficiently comprehensive so as to provide a journeyman level mechanic adequate direction and procedures for routine maintenance, problem diagnosis and repair of all components on the finished medium and heavy duty cab and chassis including optional accessories.

G. Parts manuals will likewise be sufficiently detailed to cover all components and their individual parts that are installed on the finished medium and heavy duty cab and chassis. Original component manufacturer's part numbers will be provided as well as any additional equipment installed on the medium and heavy duty cab and chassis.

H. Diagnostic and troubleshooting software, if necessary for maintenance, repair, and diagnostics of the medium and heavy duty cab and chassis must also be provided at time of delivery, one copy per every three medium and heavy duty cab and chassis.

I. All required manuals shall be provided at the time of delivery.

3.20. TRAINING

The successful Contractor shall provide training as outlined below. Training will be provided in a three-phased approach, with an Operator level training class, a Maintenance Orientation class and an In-Depth Maintenance training class provided. The timing of these classes and specific subject matter is detailed below.

A. GENERAL TRAINING REQUIREMENTS

1. Training will be conducted at the City of Phoenix Fleet Services Division Facility, 2441 South 22nd Avenue, Phoenix, Arizona, unless otherwise designated by same. Contractor will provide all necessary audiovisual materials and instructors for this purpose. All training classes will contain at least ten City of Phoenix Technicians. Contractor shall allow videotaping of the training session(s) by city of Phoenix personnel and all tapes shall remain the sole property of the City of Phoenix.
2. Additionally, Contractor shall provide any available CD/DVDs or access to online resources, on the repair, maintenance, operation and safety of the units or components, at no additional cost. Where available video tapes are copyrighted, it is Contractor's responsibility to secure written approval for duplication of these tapes for the sole use of the City of Phoenix training process.
3. Where Contractor does not have appropriate knowledge or materials for providing this training, it will be the contractor's responsibility to coordinate and secure, at no additional cost, subcontractors to meet the requirement of this specification.

4. Contractor shall allow 21 days scheduling time for Fleet Services to notify appropriate employees of training.
5. The winning vendor shall supply an outline of all training classes to the training coordinator before the first unit is delivered.
6. The Contractor will coordinate all training through Fleet Services Training Coordinator

B. MAINTENANCE ORIENTATION TRAINING
There will be initial four-hour orientation training on the maintenance and operation of the vehicle within two weeks of delivery of the first current model unit to the City. The winning Contractor shall supply an outline to the training coordinator upon delivery of the first unit and be available to provide this orientation up to three times during an agreed-upon one-week period, with one class each held during 1st, 2nd, and 3rd shifts (there will be a day shift class, a swing shift class, and a grave shift class held during those shifts work hours).

Orientation training shall be provided per the following outline.

A. TECHNICAL MANUALS (Service and Parts)
   1. Format
   2. Use
B. VEHICLE FAMILIARIZATION
   1. Description of systems and components
   2. Maintenance services and lubrication
   3. Vehicle operation
   4. Warranty specifications and requirements
   5. Safety
C. ENGINE
   1. Operation
   2. Maintenance services and lubrication
   3. Tune-up
   4. Emissions controls, DPF, DEF System
   5. Engine controls (manual, electronic, if equipped, shut down, computer controls, if equipped and troubleshooting)
   6. Cooling system (integrated sub-system with pump for aux. cooling, coolant recovery system)
   7. Oil filtration system
   8. Ignition system (diagnosis, repair, and troubleshooting)
   9. Fuel system (diagnosis, repair, and troubleshooting)
   10. EFI/PFI, if equipped
D. TRANSMISSION AND DRIVETRAIN
   1. Description of systems and components
   2. Operation

3. Maintenance services and lubrication
4. Service requirements (proper methods and intervals)
5. Controls (manual, electronic, if equipped)
6. Integrated emergency warning system
7. PTO (operation, maintenance services, repair and troubleshooting), if equipped repair and lubrication)
8. Split shaft PTO operation if equipped
9. Retarder, if equipped
10. Tag axle and controls, if equipped

E. BRAKES AND AIR SUPPLY SYSTEM
  1. Description of systems and components
  2. Operation
  3. Maintenance services, repair and lubrication of components
  4. Repair and component replacement (brakes and air systems)
  5. Warning devices and troubleshooting
  6. Anti-lock system if equipped

F. BODY AND COMPONENTS
  1. Lubrication and service requirements
  2. Adjustments (compartment doors, lids and covers)

G. HYDRAULIC SYSTEMS
  1. Description of systems and components
  2. Operational controls (manual, electronic, proportional and automatic sequencing)
  3. Maintenance services, repair and lubrication
  4. Troubleshooting
  5. System diagnosis

H. ELECTRICAL COMPONENTS
  1. Troubleshooting and repair

I. PACKER AND LIFT OPERATION HYDRAULICS
  1. Description of systems and component\
  2. Maintenance services, repair and lubrication
  3. Troubleshooting
  4. System diagnosis

3.21. MAINTENANCE IN-DEPTH TRAINING

Vendor shall provide the needed resources to train City of Phoenix technicians on methods to diagnose, and troubleshoot all components.

This training will be provided by the body manufacturer 90 to 180 days after the first unit is placed into service to ensure the training aligns with anticipated breakdowns and service needs.

This training will be an in-depth, journeyman level class including both classroom time and hands-on training, for a (minimum) three-day (24 hour) course length.

Training will include an emphasis on diagnostics, electrical systems, hydraulics, electrical/pneumatic/hydraulic controls, computerized controls, and typical maintenance and repair subjects associated with the body, packer, and lift as deemed most valuable by the body manufacturer. Training should utilize current model trucks/components, training mockups, cutaways, etc., in order to provide adequate hands-on instruction.

3.22. OPERATOR TRAINING

Vendor shall provide on-site operator training at the four City of Phoenix service centers for ten operators. This training will be coordinated with the City or public agency's training department.

A. VEHICLE FAMILIARIZATION

1. Description of systems and components
2. Maintenance services/inspection and lubrication
3. Vehicle operation
4. Safety

B. ENGINE

1. Operation
2. Engine controls manual, electronic, and shut down
3. Emissions controls, DPF, DEF System

C. TRANSMISSION

1. Description of systems and component
2. Operation
3. Maintenance services/inspection and lubrication
4. Service requirements (proper methods and intervals)
5. Controls (manual, electronic, if equipped)
6. Integrated emergency warning system
7. PTO (operation, maintenance services, inspections, and lubrication)
8. Split shaft PTO operation (if equipped)

D. BRAKES AND AIR SUPPLY SYSTEM

1. Description of systems and components
2. Operation
3. Maintenance services, inspection and lubrication of components
4. Warning devices and troubleshooting

5. Anti-lock system if equipped

E. BODY AND COMPONENTS

1. Lubrication and operator adjustments (if applicable)

F. HYDRAULIC SYSTEMS

1. Description of systems and component
2. Operational controls (manual, electronic and automatic sequencing)
3. Maintenance services/inspection
4. Operator solutions

G. OPERATOR LEVEL TROUBLESHOOTING

1. Warning lights and work lights - breaker reset

3.23. SINGLE SOURCE FOR WARRANTY WORK

Contractor will be fully responsible for any and all warranty work. In addition, Contractor will have or establish a single local Phoenix source that will accomplish or coordinate any necessary warranty work. Contractor must respond to requests for repairs within 24 hours after a verbal request by the City

3.24. WARRANTY

All equipment supplied under this contract will be fully guaranteed by the Contractor for a minimum period of 12 months from the equipment in-service date assigned by the City, and not the date of vendor delivery. Any defects of design, workmanship, or materials that would result in non-compliance with the contract specifications will be fully corrected by the Contractor (including parts and labor) without cost to the City. The written warranty terms must be delivered upon vehicle delivery. Warranty services must be available through a local and physically established dealership in the Phoenix metropolitan area.

3.25. REPAIR AND REPLACEMENT PARTS GUARANTEE

Following the expiration of any express or implied warranty applicable to those goods furnished to the City under this contract, Contractor agrees to supply the City (as well as its agents, representatives, contractors and hires) with in-stock repair and replacement parts carrying a full warranty at a cost that shall not exceed the cost it would charge if it were contracted to service or install those repair and replacement parts.

4. Standard Terms and Conditions

4.1. Definition of Key Words Used in the Solicitation

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

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

May: Indicates something that is not mandatory but permissible.

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

"A.R.S." Arizona Revised Statute

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

"City" The City of Phoenix

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

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

"Days" Means calendar days unless otherwise specified.

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

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

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

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

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

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

"Vendor or Seller" A seller of goods or services.

4.2. Contract Interpretation

A. **Applicable Law:** This Contract will be governed by the law of the State of Arizona, and suits pertaining to this Contract will be brought only in Federal or State courts in Maricopa County, State of Arizona.

B. **Contract Order of Precedence:** In the event of a conflict in the provisions of the Contract, as accepted by the City and as they may be amended, the following will prevail in the order set forth below:

1. Federal terms and conditions, if any
2. Special terms and conditions
3. Standard terms and conditions
4. Amendments
5. Statement or scope of work
6. Specifications
7. Attachments
8. Exhibits
9. Instructions to Contractors
10. Other documents referenced or included in the Solicitation

C. **Organization – Employment Disclaimer**: The Agreement resulting hereunder is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties will be only those expressly set forth in the agreement. The parties agree that no persons supplied by the Contractor in the performance of Contractor's obligations under the agreement are considered to be City's employees and that no rights of City civil service, retirement or personnel rules accrue to such persons. The Contractor will have total responsibility for all salaries, wage bonuses, retirement, withholdings, workmen's compensation, occupational disease compensation, unemployment compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and will save and hold the City harmless with respect thereto.

D. **Severability:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid will not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.

E. **Non-Waiver of Liability:** The City of Phoenix as a public entity supported by tax monies, in execution of its public trust, cannot agree to waive any lawful or legitimate right to recover monies lawfully due it. Therefore, any Contractor agrees that it will not insist upon or demand any statement whereby the City agrees to limit in advance or waive any right the City might have to recover actual lawful damages in any court of law under applicable Arizona law.

F. **Parol Evidence:** This Agreement is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage in the trade will be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this contract will not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

4.3. Contract Administration and Operation

A. **Records:** All books, accounts, reports, files and other records relating to the contract will be subject at all reasonable times to inspection and audit by the City for five years after completion of the contract. Such records will be produced at a City of Phoenix office as designated by the City. Confidentiality will be maintained, and City will not violate any proprietary or other confidentiality agreements Contractor has in place.

B. **Discrimination Prohibited:** Contractor agrees to abide by the provisions of the Phoenix City Code Chapter 18, Article V as amended. Any Contractor, in performing under this contract, will not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age or disability nor otherwise commit an unfair employment practice. The supplier and/or lessee will take action to ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, or national origin, age or disability and adhere to a policy to pay equal compensation to men and women who perform jobs that require substantially equal skill, effort and responsibility, and that are performed within the same establishment under similar working conditions. Such action will include but not be limited to the following: Employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The supplier further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this contract. Contractor further agrees that this clause will be incorporated in all subcontracts, job-contractor agreements or subleases of this agreement entered into by supplier/lessee.

C. **Equal Employment Opportunity and Pay:** In order to do business with the City, Contractor must comply with Phoenix City Code, 1969, Chapter 18, Article V, as amended, Equal Employment Opportunity Requirements. Contractor will direct any questions in regard to these requirements to the Equal Opportunity Department, (602) 262-6790.

1. **For a Contractor with *35 employees or fewer:*** Contractor in performing under this Agreement shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age, or disability, nor otherwise commit an unfair employment practice. The Contractor will ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability. Such action shall include but not be limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The Contractor further agrees that this clause will be incorporated in all subcontracts related to this Agreement that involve furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this Agreement. Contractor further agrees that this clause will be incorporated in all subcontracts, Contractor agreements or subleases of this agreement entered into by supplier/lessee.

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

3. **Documentation:** Suppliers and lessees may be required to provide additional documentation to the Equal Opportunity Department affirming that a nondiscriminatory policy is being utilized.

4. **Monitoring:** The Equal Opportunity Department shall monitor the employment policies and practices of suppliers and lessees subject to this article as deemed necessary. The Equal Opportunity Department is authorized to conduct on-site compliance reviews of selected firms, which may include an audit of personnel and payroll records, if necessary.

D. **Legal Worker Requirements:** The City of Phoenix is prohibited by A.R.S. § 41-4401 from awarding a contract to any Contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees that:

1. Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214, subsection A.

2. A breach of a warranty under paragraph 1 will be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.

3. The City of Phoenix retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on the contract to ensure that the Contractor or subcontractor is complying with the warranty under paragraph 1.

E. **Health, Environmental, and Safety Requirements:** The Contractor's products, services and facilities will be in full compliance with all applicable Federal, State and local health, environmental and safety laws, regulations, standards, codes and ordinances, regardless of whether or not they are referred to by the City. At the request of City representatives, the Contractor will provide the City:

1. Environmental, safety and health regulatory compliance documents (written safety programs, training records, permits, etc.) applicable to services provided by the Contractor in this contract.

2. A list of all federal, state, or local (EPA, OSHA, Maricopa County, etc.) citations or notice of violations issued against their firm or their subcontractors including dates, reasons, dispositions and resolutions.

3. The City will have the right, but not the obligation to inspect the facilities, transportation vehicles or vessels, containers and disposal facilities provided by the Contractor or subcontractor. The City will also have the right to inspect operations conducted by the Contractor or subcontractor in the performance of this agreement. The City further reserves the right to make unannounced inspections of the Contractor's facilities (during normal business hours).

F. **Compliance with Laws:** Contractor agrees to fully observe and comply with all applicable Federal, State and local laws, regulations, standards, codes and ordinances when performing under this Contract regardless of whether they are being referred to by the City. Contractor agrees to permit City inspection of Contractor's business records, including personnel records to verify any such compliance. Because the contractor will be acting as an independent contractor, the City assumes no responsibility for the Contractor's acts.

G. **Lawful Presence Requirement:** Pursuant to A.R.S. §§ 1-501 and -502, the City of Phoenix is prohibited from awarding a contract to any natural person who cannot establish that he or she is lawfully present in the United States. In order to establish lawful presence, this person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. In the event the prevailing responder is unable to satisfy this requirement, the City will offer the award to the next-highest scoring responder. The law does not apply to fictitious entities such as corporations, partnerships and limited liability companies.

H. **Continuation During Disputes:** Contractor agrees that notwithstanding the existence of any dispute between the parties, insofar as is possible, under the terms of the contract, the Contractor will continue to perform the obligations required of Contractor during the continuation of any such dispute unless enjoined or prohibited by an Arizona Court of competent jurisdiction.

I. **Emergency Purchases:** The City reserves the right to purchase from other sources those items which are required on an emergency basis and cannot be supplied immediately from stock by the Contractor.

4.4. Costs and Payments

A. **General:** Any prompt payment terms offered must be clearly noted by the Contractor on all invoices submitted to the City for the payment of goods or services received. The City will make every effort to process payment for the purchase of material or services within thirty to forty-five calendar days after receipt of a correct invoice, unless a good faith dispute exists to any obligation to pay all or a portion of the account. Payment terms are specified in the Offer.

B. **Payment Deduction Offset Provision:** Contractor acknowledges that the City Charter requires that no payment be made to any Contractor as long as there is an outstanding obligation due to the City. Contractor agrees that any obligation it owes to the City will be offset against any payment due to the Contractor from the City.

C. **Late Submission of Claim by Contractor:** The City will not honor any invoices or claims which are tendered one year after the last item of the account accrued.

D. **Discounts:** Payment discounts will be computed from the date of receiving acceptable products, materials and/or services or correct invoice, whichever is later to the date payment is mailed.

E. **No Advance Payments:** Advance payments are not authorized. Payment will be made only for actual services or commodities that have been received, unless addressed specifically in the Scope of work for subscription services.

F. **Fund Appropriation Contingency:** The Contractor recognizes that any agreement entered into will commence upon the day first provided and continue in full force and effect until termination in accordance with its provisions. The Contractor and the City herein recognize that the continuation of any contract after the close of any given fiscal year of the City, which ends on June 30th of each year, will be subject to the approval of the budget of the City providing for or covering such contract item as an expenditure therein. The City does not represent that said budget item will be actually adopted, said determination being the determination of the City Council at the time of the adoption of the budget.

G. **Maximum Prices:** The City will not be invoiced at prices higher than those stated in any contract resulting from this Offer. Contractor certifies, by signing this Offer that the prices offered are no higher than the lowest price the Contractor charges other buyers for similar quantities under similar conditions, as applicable and shown by quotes for like services and goods. Contractor further agrees that any reductions in the price of the goods or services covered by this Offer and occurring after award will apply to the undelivered balance. The Contractor will promptly notify the City of such price reductions.

H. **F.O.B. Point:** All prices are to be quoted F.O.B. destination, unless specified elsewhere in this solicitation.

4.5. Contract Changes

A. **Contract Amendments:** Contracts will be modified only by a written contract amendment signed by persons duly authorized to enter into contracts on behalf of the Contractor. No verbal agreement or conversation with any officer, agent, or employee of the City either before or after execution of the contract, will affect or modify any of the terms or obligations contained or to be contained in the contract. Any such verbal agreements or conversation shall be considered as unofficial information and in no way binding upon the City or the Contractor. All agreements shall be in writing and contract changes shall be by written amendment signed by both parties.

B. **Assignment - Delegation:** No right or interest in this contract nor monies due hereunder will be assigned in whole or in part without written permission of the City, and no delegation of any duty of Contractor will be made without prior written permission of the City, which may be withheld for good cause. Any assignment or delegation made in violation of this section will be void.

C. **Non-Exclusive Contract:** Any contract resulting from this solicitation will be awarded with the understanding and agreement that it is for the sole convenience of the City. The

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

4.6. Risk of Loss and Liability

A. **Title and Risk of Loss:** The title and risk of loss of material or service will not pass to the City until the City actually receives the material or service at the point of delivery; and such loss, injury, or destruction will not release seller from any obligation hereunder.

B. **Acceptance:** All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. Noncompliance will conform to the cancellation clause set forth in this document.

C. **Force Majeure:** Except for payment of sums due, neither party will be liable to the other nor deemed in default under this contract if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force majeure will not include late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition. If either party is delayed at any time in the progress of the work by force majeure, the delayed party will notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and will specify the causes of such delay in such notice. Such notice will be hand-delivered or mailed certified-return receipt and will make a specific reference to this provision, thereby invoking its provisions. The delayed party will cause such delay to cease as soon as practicable and will notify the other party in writing when it has done so. The time of completion will be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this contract.

D. **Loss of Materials:** The City does not assume any responsibility, at any time, for the protection of or for loss of materials, from the time that the contract operations have commenced until the final acceptance of the work by the City.

E. **Contract Performance:** Contractor will furnish all necessary labor, tools, equipment, and supplies to perform the required services at the City facilities designated, unless otherwise specifically addressed in the scope, or elsewhere in this Agreement. The City's authorized representative will decide all questions which may arise as to the quality and acceptability of any work performed under the contract. If, in the opinion of the City's authorized representative, performance becomes unsatisfactory, the City will notify the Contractor. The Contractor will have 30 days from that time to correct any specific instances of unsatisfactory performance, unless a different amount of time is specified in the agreement. In the event the unsatisfactory performance is not corrected within the time specified, the City will have the immediate right to complete the work to its satisfaction and will deduct the cost to cover from any balances due or to become due the Contractor. Repeated incidences of unsatisfactory performance may result in cancellation of the agreement for default.

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

4.7. City's Contractual Rights

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

A. **Non-Exclusive Remedies:** The rights and remedies of the City under this Contract are non-exclusive.

B. **Default in One Installment to Constitute Breach:** Each installment or lot of the agreement is dependent on every other installment or lot and a delivery of non-conforming goods or a default of any nature under one installment or lot will impair the value of the whole agreement and constitutes a total breach of the agreement as a whole.

C. **On Time Delivery:** Because the City is providing services which involve health, safety and welfare of the general public, delivery time is of the essence. Delivery must be made in accordance with the delivery schedule promised by the Contractor.

D. **Default:** In case of default by the Contractor, the City may, by written notice, cancel this contract and repurchase from another source and may recover the excess costs by (1) deduction from an unpaid balance due; (2) collection against the Solicitation and/or Performance Bond, or (3) a combination of the aforementioned remedies or other remedies as provided by law.

E. **Covenant Against Contingent Fees:** Seller warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employers or bona fide established commercial or selling agencies maintained by the seller for the purpose of securing business. For breach or violation of this warranty, the City will have the right to annul the contract without liability or in its discretion to deduct from the contract price a consideration, or otherwise recover the full amount of such commission, brokerage or contingent fee.

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

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

4.8. Contract Termination

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

B. **Conditions and Causes for Termination:**

1. This contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty-day written notice to Contractor. The City at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the City will be liable only for payment under the payment provisions of this contract for services rendered and accepted material received by the City before the effective date of termination. Title to all materials, work-in-process and completed but undeliverable goods, will pass to the City after costs are claimed and allowed. The Seller will submit detailed cost claims in an acceptable manner and will permit the City to examine such books and records as may be necessary in order to verify the reasonableness of any claims.

2. The City reserves the right to cancel the whole or any part of this contract due to failure of Contractor to carry out any term, promise, or condition of the contract. The City will issue a written notice of default to Contractor for acting or failing to act as in any of the following:

    - In the opinion of the City, Contractor provides personnel who do not meet the requirements of the contract;
    - In the opinion of the City, Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this contract;
    - In the opinion of the City, Contractor attempts to impose on the City personnel or materials, products or workmanship, which is of an unacceptable quality;

- Contractor fails to furnish the required service and/or product within the time stipulated in the contract;
- In the opinion of the City, Contractor fails to make progress in the performance of the requirements of the contract and/or gives the City a positive indication that Contractor will not or cannot perform to the requirements of the contract.

C. **Contract Cancellation:** All parties acknowledge that this contract is subject to cancellation by the City of Phoenix pursuant to the provision of Section 38-511, Arizona Revised Statutes.

4.9. Notice

Any notice, consent or other communication ("Notice") required or permitted under this Agreement will be in writing and either: (1) delivered in person; (2) sent via e-mail, return receipt requested; (3) sent via facsimile transmission; (4) deposited with any commercial air courier or express delivery service; or (5) deposited in the United States mail, postage prepaid.

4.10. State and Local Transaction Privilege Taxes

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

4.11. Tax Indemnification

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

4.12. Tax Responsibility Qualification

Contractor may be required to establish, to the satisfaction of City, that any and all fees and taxes due to the City or the State of Arizona for any License or Transaction Privilege taxes, Use Taxes or similar excise taxes, are currently paid (except for matters under legal protest).

Contractor agrees to a waiver of the confidentiality provisions contained in the City Finance Code and any similar confidentiality provisions contained in Arizona statutes relative to State Transaction Privilege Taxes or Use Taxes. Contractor agrees to provide written authorization to the City Finance Department and to the Arizona State Department of Revenue to release tax information relative to Arizona Transaction Privilege Taxes or Arizona Use Taxes in order to assist the Department in evaluating Contractor's qualifications for and compliance with contract for duration of the term of contract.

4.13. No Israel Boycott

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

4.14. No Forced Labor of Ethnic Uyghurs

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

4.15. Advertising

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

4.16. Strict Performance

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

4.17. Authorized Changes

The City reserves the right at any time to make changes in any one or more of the following: (a) specifications; (b) methods of shipment or packing; (c) place of delivery; (d) time of delivery; and/or (e) quantities. If the change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment will be deemed waived unless asserted in writing within sixty days from the receipt of the change. Price increases or extensions of delivery time will not be binding on the City unless evidenced in writing and approved by the Chief Procurement Officer prior to the institution of the change.

5. Special Terms and Conditions

5.1. Term of Contract

The term of this Contract will commence on or about June 1, 2024 and will continue for a period of **three (3) years** thereafter. This Contract includes **two (2) one-year options** to extend the term, for an aggregate **five (5) years**, which may be exercised by the sole discretion of the City.

5.2. Free on Board (FOB)

Prices quoted shall be FOB destination and delivered, as required, to the following point(s): 2441 South 22nd Avenue, Phoenix, AZ 85009, or additional locations within the Phoenix metropolitan area..

5.3. Method of Ordering

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

5.4. Method of Invoicing

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

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

5.5. Method of Payment

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

5.6. Supplier Profile Changes

It is the responsibility of the Contractor to promptly update their profile in procurePHX at https://www.phoenix.gov/procure. If Contractor's legal identify has changed, the Procurement

Officer must be notified immediately. Failure to do so may result in non-payment of invoices and contract termination.

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

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

5.8. Hours of Work

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

5.9. Cooperative Agreement

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

5.10. Delivery

Delivery is required on or before N/A. The City's required delivery date has been selected for a specific reason. Any deviations by the Contractor from that date, after contract award, may result in the implementing of the "Default" and/or "Liquidated Damages" provisions of the contract.

5.11. Miscellaneous Fees

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

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

5.12. Administration Policy For Warranty Policy

The City will provide the appropriate documentation to the Contractor for warranty processing including work orders and original invoice copies. If there are any additional requirements or documents the Contractor requires they will be supplied to the City after award of the Offer. The documentation will be delivered along with the warranty part(s) to the Contractor for processing. The Contractor has a period of 90 days from the date of submittal to determine the outcome of the claim and to reimburse the City.

5.13. Decals

Decals or markings of any type pertaining to advertisement other than the manufacturer's name and model designation normally installed by the manufacturer shall not be attached to any vehicle or equipment.

5.14. Emission Requirements

Engines, model, accessories and options offered, main and auxiliary (if required), must meet or exceed the Federal Emissions Standards in place at the time the purchase order is issued. Vehicles offered must be the current model in production at the time the purchase order is issued. If the model year offered is a future production model, the Federal Emissions Standard in place at the time of production is required.

5.15. Manufacturer Sponsored Fleet Warranty Administration

The manufacturer and/or Contractor will authorize and reimburse for warrantable repairs on City owned vehicles/equipment by the manufacturer(s) subsidiaries and sold to City by Contractor. City will notify the manufacturer and/or Contractor of any problems that are found before repairs are started. A maximum of two hours of troubleshooting will be allowed. The Contractor will order parts as needed and have them drop shipped to the City location. If required, all damaged parts will be returned to Contractor within 20 days. Contractor will provide all documentation via electronic or printed for warranty reimbursement within 30 days. Upon expiration of this agreement, City and Contractor will determine if any warranty coverage exists for the equipment/vehicles by the manufacturer's subsidiaries and sold to the City by Contractor. Contractor and City may, upon mutual agreement, enter into a new five-year agreement to cover the fully negotiated warranty periods. Vehicles covered by this agreement are exclusive manufacturers and include all vehicles/equipment delivered to the City of Phoenix.

5.16. Non-Warranty Maintenance Parts and Repair

Contractor is requested to provide a percent discount for parts off manufacturers' most current established published price list. Repair parts will be an OEM (Original Equipment Manufacturer) part or an OEM equivalent, or remanufactured according to OEM specifications. All aftermarket parts need to be approved by the City prior to installation.

Contractor is required to submit a shop labor rate for services performed. All labor performed shall be in accordance with OEM labor policies, specifications and procedures. Labor times will be no greater than times published in an industry recognized labor guide or times that are standard in the industry if labor guides are not available.

6. Defense and Indemnification

6.1. Standard General Defense and Indemnification

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

7. Insurance Requirements

7.1. Vendor's Insurance

Vendor must procure insurance against claims that may arise from or relate to performance of the work hereunder by Vendor and its agents, representatives, employees and subcontractors. Vendor and subcontractors must maintain that insurance until all their obligations have been discharged, including any warranty periods under this Contract.

The City in no way warrants that the limits stated in this section are sufficient to protect the Vendor from liabilities that might arise out of the performance of the work under this Contract by the Vendor, its agents, representatives, employees or subcontractors and Vendor may purchase additional insurance as they determine necessary.

7.2. Scope and Limits of Insurance

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

7.3. Commercial General Liability – Occurrence Form

General Aggregate $2,000,000
Products – Completed Operations Aggregate $1,000,000
Personal and Advertising Injury $1,000,000
Each Occurrence $1,000,000

- The Vendor's insurance coverage must be primary and non-contributory with respect to any insurance or self-insurance carried by the City.

7.4. Automobile Liability

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

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

7.5. Worker's Compensation and Employers' Liability

Workers' Compensation Statutory
Employers' Liability:
Each Accident $100,000
Disease – Each Employee $100,000
Disease – Policy Limit $500,000

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

7.6. Notice of Cancellation

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

7.7. Acceptability of Insurers

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

7.8. Verification of Coverage

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

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

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

7.9. Approval

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

8. Submittals

8.1. Copies

For In-Person and Carrier Delivery

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

For Electronic Submittal via email

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

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

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

Additional required documentation to be included with submittal:

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

8.2. Solicitation Response Check List

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

The written offer should be:

- Typewritten for ease of evaluation
- Signed by an authorized representative of the Offeror
- Submitted with contact information for the individual(s) authorized to negotiate with the City

A. Offeror's Proposal - A detailed proposal describing the firm or individual's qualifications and experience responsive to the requirements of the solicitation and evaluation criteria.

B. Pricing Proposal - A completed pricing proposal with all requested prices, quantities, and/or discounts completed.

C. Submittal Forms - All submittal forms are completed and signed.

D. Addenda - Signed copies of all published addenda.

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

8.3. Additional Quantities

By signing and submitting this solicitation, Offeror agrees that the City may, at any time prior to N/A, purchase additional quantities up to and including 100 percent of the quantities specified at these solicitation prices and conforming to solicitation specifications.

OR

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

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

CONFLICT OF INTEREST AND TRANSPARENCY FORM

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

This form must be signed and submitted to the City and all questions must be answered (or N/A) or your Offer may be considered non-responsive.

1. Name of person submitting this disclosure form.

Chris J. Ryan

First	MI	Last	Suffix

2. Contract Information

Solicitation # or Name: IFB 24-FSD-034

3. Name of individual(s) or entity(ies) seeking a contract with the City (i.e. parties to the Contract)

Rush Truck Centers of Arizona, Inc.

4. List any individuals(s) or entity(ies) that are owners, partners, parent, sublessees, joint venture, or subsidiaries of the individual or entity listed in Question 3. Please include all Board members, executive committee members and officers for each entry. If not applicable, indicate N/A.

Rush Truck Centers of Arizona, Inc. is a wholly-owned subsidiary of Rush Enterprises, Inc., a public company traded on NASDAQ under the symbols RUSHA and RUSHB.

5. List any individuals or entities that will be subcontractors on this contract or indicate N/A.

- [x] Subcontractors may be retained, but not known as of the time of this submission.
- [ ] List of subcontracts, including the name of the owner(s) and business name:

6. List any attorney, lobbyist, or consultant retained by any individuals listed in Questions 3, 4, or 5 to assist in the proposal or seeking the resulting contract. If none, indicate N/A.

N/A

7. Disclosure of Conflict of Interest:

A. City Code Section 43-34

Are you aware of any fact(s) with regard to this solicitation or resulting contract that would raise a "conflict of interest" issue under City Code Section 43-34?

"An elected City official or a City employee shall not represent any person or business for compensation before the City regarding any part of a procurement, including any resulting contract, if during the time the elected official is or was in office or the employee is or was employed by the City such elected official or employee played a material or significant role in the development of the solicitation, any other part of the procurement, or the contract award."

- [x] I am not aware of any conflict(s) of interest under City Code Section 43-34.
- [ ] I am aware of the following potential or actual conflict(s) of interest:

B. ARS Sections 38-501 et. Seq. & City Charter Chapter 11

State law and the Phoenix City Charter and Code prohibit public officers or employees, their close relatives, and any businesses they, or their relatives, own from (1) representing before the City any person or business for compensation, (2) doing business with the City by any means other than through a formal procurement, and (3) doing business with the City without disclosing that the person has an interest in the contract. This prohibition extends to subcontracts on City contracts and also applies to parent, subsidiary, or partner businesses owned by a public officer or employee. See A.R.S. Sections 38-501 through 38-511, for more information (City Charter, Chapter 11, applies the state conflict-of-interest law to City employees).

Please note that any contract in place at the time a person becomes a public officer or employee may remain in effect. But the contract may not be amended, extended, modified, or changed in any manner during the officer's or employee's city service without following city administrative regulations.

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under A.R.S. Sections 38-501 through 38-511 (See Arizona Revised Statutes regarding conflict of interest at www.azleg.gov).

- [x] I am not aware of any conflict(s) of interest under Arizona Revised Statutes Sections 38-501 through 38-511.
- [ ] I am aware of the following conflict(s) of interest:

8. Acknowledgements

A.Solicitation Transparency Policy – No Contact with City Officials or Staff During Evaluation

☑ I understand that a person or entity who seeks or applies for a city contract, or any other person acting on behalf of that person or entity, is prohibited from contacting city officials and employees regarding the contract after a solicitation has been posted.

☑ This "no-contact" provision only concludes when the contract is awarded at a City Council meeting. If contact is required with City official or employees, the contact will take place in accordance with procedures by the City. Violation of this prohibited contacts provision, set out in City Code Sections 2-190.4 and 43-36, by respondents, or their agents, will lead to **disqualification.**

B.Fraud Prevention and Reporting Policy

☑ I acknowledge that the City has a fraud prevention and reporting policy and takes fraud seriously. I will report fraud, suspicion of fraud, or any other inappropriate action to: telephone no. 602-261-8999 or 602-534-5500 (TDD); or aud.integrity.line@phoenix.gov.

The purpose of the fraud policy is to maintain the City's high ethical standards. The policy includes a way for our business partners to report wrongdoing or bad behavior. Suspected fraud should be reported immediately to the Phoenix Integrity Line. The City has adopted a zero-tolerance policy regarding fraud.

OATH

I affirm that the statements contained in this form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.
Should any of the answers to the above questions change during the course of the contract, particularly as it relates to any changes in ownership, applicant agrees to update this form with the new information within 30 days of such changes. Failure to do so may be deemed a breach of contract.

Christopher J. Ryan	Regional General Manager
PRINT NAME	TITLE
[signature]	2/12/24
SIGNATURE	DATE
Rush Truck Centers of Arizona, Inc. DBA Rush Truck Centers, Phoenix	
COMPANY (CORPORATION, LLC, ETC.) NAME and DBA	

PLACE OF BUSINESS

(please complete and return with the submittal)

Bidder's place of business may an award factor in order to minimize the City's transportation and handling costs. List all service locations are available:

Rush Truck Centers- Phoenix

9600 West Roosevelt Street

Tolleson, AZ 85353

COSTS AND PAYMENTS

(please complete and return with the submittal)

PAYMENT TERMS & OPTIONS: Vendors must choose an option, if a box is not checked, the **City will default to 0% - net 45 days:**

☑ Contractor offers a prompt payment discount of either 0____% - 30 days or 0% – 45 days - to apply after receipt of invoice or final acceptance of the products (invoice approval), whichever date is later, starts the 30 days. If no prompt payment discount is offered, the default is 0%, net 45 days; effective after receipt of invoice or final acceptance of the products, whichever is later. **Payment terms offering a discount will not be considered in the price evaluation of your offer.**

☐ Contractor may be paid immediately upon invoice approval, if enrollment is made to the Single Use Account (SUA) Program, administered by the City's servicing bank ("Bank"). By checking this box, the vendor accepts transaction costs charged by their merchant bank and agrees not to transfer to the City those extra charges. The City will not pay an increase in our services for the SUA charges; if an audit uncovers an upcharge for the SUA charges the vendor will owe the City all costs. The vendor may opt-out of the SUA program once, but then may not rejoin during the same contract term. **For more information about the SUA program or to enroll, send email to mailbox.sua@phoenix.gov.**

WARRANTY

(please complete and return with the submittal)

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

Contractor	Rush Truck Centers- Phoenix
Address	9600 West Roosevelt Street
City, State, Zip Code	Tolleson, AZ, 85353

Invitation For Bid #IFB 24-FSD-034
Title: Medium & Heavy Duty Cab and Chassis

OPERATIONS CONTACT: If different than above.

Name

Address

City, State and Zip Code

Telephone

Email

INSURANCE CONTACT: If different than above. RUSH ENTERPRISES INC.

Name ATTN: PATRICK DIEC

Address 555 IH35 SOUTH

City, State and Zip Code NEW BRAUNFELS, TX 78130

Telephone 830-302-5459 DIECP@RUSHENTERPRISES.COM

Email

EMERGENCY 24-HOUR SERVICE CONTACT: If different than above.

Name

Address

City, State and Zip Code

Telephone

Email

City of Phoenix

ADDENDUM 1

(please sign and return with the submittal)

CHANGES TO SCOPE OF WORK

Section 3.19, Manuals, B is updated to: Operator's Manual - One paper copy (no exceptions) per unit delivered.

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

Name of Company: Rush Truck Centers of Arizona

Address: 9600 West Roosevelt ~~Street~~, Tolleson, AZ 85353

Authorized Signature:

Print Name and Title: Christopher J. Ryan

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

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 $6,000,000 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

With this Agreement, the City is authorizing purchases of Medium & Heavy Duty Cab and Chassis Vehicles, on an as-needed basis.

IFB 24-FSD-034 MEDIUM AND HEAVY DUTY CAB AND CHASSIS - REQUIREMENTS CONTRACT

CITY OF PHOENIX
Procurement Division
200 W Washington
7th Floor
Phoenix, AZ 85003
Phone: (602) 256-5634

Bidder Name:	**Rush Truck Centers**

1. Bidder will not modify this form in any way other than providing the information and prices as requested.
2. Prices will be all inclusive with the exception of applicable taxes

Pricing for Medium and Heavy Duty Cab and Chassis

Instructions: Offerors must provide pricing for all proposed Medium and Heavy Duty Cab and Chassis in the columns below. Any vehicles listed here must have corresponding Specification information on the appropriate tab below. Column E will automatically populate the correct contract price utilizing the pre-entered formula.

Make	Model	Factory Invoice Price	Percentage (%) Off Factory Invoice	Contract Price
Peterbilt	220	$ 105,834.00	20%	$ 84,667.20
Peterbilt	220EV	$ 353,771.00	20%	$ 283,016.80
Peterbilt	535	$ 103,013.00	20%	$ 82,410.40
Peterbilt	536	$ 106,244.00	20%	$ 84,995.20
Peterbilt	537	$ 108,100.00	20%	$ 86,480.00
Peterbilt	548	$ 123,296.00	20%	$ 98,636.80
Peterbilt	567	$ 207,933.00	23%	$ 160,108.41
Peterbilt	579	$ 219,128.00	23%	$ 168,728.56
Peterbilt	579EV	$ 719,068.00	23%	$ 553,682.36
Peterbilt	589	$ 222,533.00	23%	$ 171,350.41
Peterbilt	520	$ 224,932.00	23%	$ 173,197.64
Peterbilt	520EV	$ 757,819.00	23%	$ 583,520.63
				$ -

IFB 24-FSD-034 MEDIUM AND HEAVY DUTY CAB AND CHASSIS - REQUIREMENTS CONTRACT

CITY OF PHOENIX
Procurement Division
200 W Washington
7th Floor
Phoenix, AZ 85003
Phone: (602) 256-5634

Bidder Name:	Rush Truck Centers

1. Bidder will not modify this form in any way other than providing the information and prices as requested.
2. Prices will be all inclusive with the exception of applicable taxes

Pricing for Medium and Heavy Duty Cab and Chassis

Instructions: Offerors must provide information for any additonal option packages available for Medium and Heavy Duty Cab and Chassis below. Proposed option packages must only be for Medium and Heavy Duty Cab and Chassis proposed on the 'Pricing - Vehicles' tab. Column E will automatically populate the correct number utilizing the pre-entered formula. Please copy and paste the format for additional space if necessary.

Manufacturer/Make/Model: Peterbilt 220

	Option Package Description:	Factory Invoice Price	Percentage (%) Off Factory Invoice	Contract Price
1	Any Manufacturer Listed Option (1 Dollar shown as Example)	$ 1.00	20%	$ 0.80
2				$ -
3				$ -
4				$ -
5				$ -

Manufacturer/Make/Model: Peterbilt 220EV

	Option Package Description:	Factory Invoice Price	Percentage (%) Off Factory Invoice	Contract Price
1	Any Manufacturer Listed Option (1 Dollar shown as Example)	$ 1.00	20%	$ 0.80
2				$ -
3				$ -
4				$ -
5				$ -

Manufacturer/Make/Model: Peterbilt 535

	Option Package Description:	Factory Invoice Price	Percentage (%) Off Factory Invoice	Contract Price
1	Any Manufacturer Listed Option (1 Dollar shown as Example)	$ 1.00	20%	$ 0.80
2				$ -
3				$ -
4				$ -

5	$ -

Manufacturer/Make/Model:	Peterbilt 536			
	Option Package Description:	**Factory Invoice Price**	**Percentage (%) Off Factory Invoice**	**Contract Price**
1	Any Manufacturer Listed Option (1 Dollar shown as Example)	$ 1.00	20%	$ 0.80
2				$ -
3				$ -
4				$ -
5				$ -

Manufacturer/Make/Model:	Peterbilt 537			
	Option Package Description:	**Factory Invoice Price**	**Percentage (%) Off Factory Invoice**	**Contract Price**
1	Any Manufacturer Listed Option (1 Dollar shown as Example)	$ 1.00	20%	$ 0.80
2				$ -
3				$ -
4				$ -
5				$ -

Manufacturer/Make/Model:	Peterbilt 548			
	Option Package Description:	**Factory Invoice Price**	**Percentage (%) Off Factory Invoice**	**Contract Price**
1	Any Manufacturer Listed Option (1 Dollar shown as Example)	$ 1.00	20%	$ 0.80
2				$ -
3				$ -
4				$ -
5				$ -

Manufacturer/Make/Model:	Peterbilt 567			
	Option Package Description:	**Factory Invoice Price**	**Percentage (%) Off Factory Invoice**	**Contract Price**
1	Any Manufacturer Listed Option (1 Dollar shown as Example)	$ 1.00	23%	$ 0.77
2				$ -
3				$ -
4				$ -
5				$ -

Manufacturer/Make/Model:	Peterbilt 579

	Option Package Description:	Factory Invoice Price	Percentage (%) Off Factory Invoice	Contract Price
1	Any Manufacturer Listed Option (1 Dollar shown as Example)	$ 1.00	23%	$ 0.77
2				$ -
3				$ -
4				$ -
5				$ -

Manufacturer/Make/Model: Peterbilt 579EV

	Option Package Description:	Factory Invoice Price	Percentage (%) Off Factory Invoice	Contract Price
1	Any Manufacturer Listed Option (1 Dollar shown as Example)	$ 1.00	23%	$ 0.77
2				$ -
3				$ -
4				$ -
5				$ -

Manufacturer/Make/Model: Peterbilt 589

	Option Package Description:	Factory Invoice Price	Percentage (%) Off Factory Invoice	Contract Price
1	Any Manufacturer Listed Option (1 Dollar shown as Example)	$ 1.00	23%	$ 0.77
2				$ -
3				$ -
4				$ -
5				$ -

Manufacturer/Make/Model: Peterbilt 520

	Option Package Description:	Factory Invoice Price	Percentage (%) Off Factory Invoice	Contract Price
1	Any Manufacturer Listed Option (1 Dollar shown as Example)	$ 1.00	23%	$ 0.77
2				$ -
3				$ -
4				$ -
5				$ -

Manufacturer/Make/Model: Peterbilt 520EV

Option Package Description:	Factory Invoice Price	Percentage (%) Off Factory Invoice	Contract Price

1	Any Manufacturer Listed Option (1 Dollar shown as Example)	$	1.00	23%	$ 0.77
2					$ -
3					$ -
4					$ -
5					$ -

CITY OF PHOENIX
Procurement Division
200 W Washington
7th Floor
Phoenix, AZ 85003
Phone: (602) 256-5834

Bidder Name:	Rush Truck Centers

1. Bidder will not modify this form in any way other than providing the information and prices as requested.
2. Prices will be all inclusive with the exception of applicable taxes

Specifications for Medium and Heavy Duty Cab and Chassis

INSTRUCTIONS: Complete for each vehicle offered within category.

	Example	Medium Duty Specs	Medium Duty Specs	Medium Duty Specs	Medium Duty Specs	Medium Duty Specs	Medium Duty Specs
SPECIFY Manufacturer, Make and Model:	City Procurement X1500	Peterbilt Model 220	Peterbilt Model 220EV	Peterbilt Model 535	Peterbilt Model 536	Peterbilt Model 537	Peterbilt Model 548
Body Trim Designation Base Vehicle:	XL1500251	NA	NA	NA	NA	NA	NA
Description:	Crew Cab 4x4	COE	COE	Conventional	Conventional	Conventional	Conventional
FUEL TYPE (Gas, E85, Hybrid, Diesel, etc)	E85	Diesel	EV	Diesel	CNG, Diesel	CNG, Diesel	CNG, Diesel
LIST ALL STANDARD FACTORY EQUIPMENT	cloth seats, am fm radio, tow hooks, etc.						
Wheelbase: Specify in Inches	254"	Various	Various	Various	Various	Various	Various
Axle Ratio: Specify ratio	3.65:1	Various	Various	Various	Various	Various	Various
Differentials	Non-Limited Slip	Various	Various	Various	Various	Various	Various
Battery: Indicate size quantity	72 Amp/ 650 CCA	Various	Various	Various	Various	Various	Various
GVWR: Specify in lbs	7000	Various	Various	Various	Various	Various	Various
GCWR: Specify in lbs	7500	Various	Various	Various	Various	Various	Various
GAWR Front: Specify in lbs	6500	Various	Various	Various	Various	Various	Various
GAWR Rear: Specify in lbs	7200	Various	Various	Various	Various	Various	Various
Approximate Body/Payload Allowance Specify in lbs:	10000	Various	Various	Various	Various	Various	Various
Engine: Specify size & cylinders	10L 8 cyl	Various	Various	Various	Various	Various	Various
Alternator: Specify amperage at idle and max output	210 Amperes, 2500 Watt	Various	Various	Various	Various	Various	Various
Automatic Transmission	Yes	Various	Various	Various	Various	Various	Various
Cooler engine oil	Standard	Various	Various	Various	Various	Various	Various
Cooler P/S aux	N/A	Various	Various	Various	Various	Various	Various
Cooler Transmission	Auxiliary	Various	Various	Various	Various	Various	Various
Fuel Tank: Indicate Capacity	40 Gal	Various	Various	Various	Various	Various	Various
Fuel Type:	Diesel	Diesel	Electric	Diesel	Various	Various	Various
Brakes:	ABS	ABS	ABS	ABS	ABS	ABS	ABS
Speedometer:	electronic	Electronic	Electronic	Electronic	Electronic	Electronic	Electronic
Steering:	power	Power	Power	Power	Power	Power	Power
Suspension Package:	Front and Rear Coil	Various	Various	Various	Various	Various	Various
Tires: Steel Belted Radials Indicate Quantity	6 steel belted radials 22"	Various	Various	Various	Various	Various	Various
Spare Tire/Wheel: Standard or Optional	Standard OEM	Not Provided	Not Provided	Not Provided	Not Provided	Not Provided	Not Provided
Bumpers	Front and Rear	Various	Various	Various	Various	Various	Various
Floor Covering: Specify Rubber or Carpet	Rubber	Rubber	Rubber	Rubber	Rubber	Rubber	Rubber
Doors: Specify how many	4	2	2	2	2	2	2
Accessory Outlet	2	Varies	Varies	Varies	Varies	Varies	Varies
Clock	Yes/Digital	Yes/Digital	Yes/Digital	Yes/Digital	Yes/Digital	Yes/Digital	Yes/Digital
Cooling	Water	Water	Water	Water	Water	Water	Water
Cruise Control	Standard	Standard	Standard	Standard	Standard	Standard	Standard
Defroster	Standard	Standard	Standard	Standard	Standard	Standard	Standard
Standard Tint Glass:	None	Standard	Standard	Standard	Standard	Standard	Standard
Four (4) keys	As required	As Required	As Required	As Required	As Required	As Required	As Required
Lamp:	Dome and Map Lights	Yes	Yes	Yes	Yes	Yes	Yes
Locking System:	Electric	Manual	Manual	Manual	Manual	Manual	Manual
Rear view Mirrors	1 Left, 1 Right	1 Left, 1 Right	1 Left, 1 Right	1 Left, 1 Right	1 Left, 1 Right	1 Left, 1 Right	1 Left, 1 Right
Mirror:	Trailer	NA	NA	NA	NA	NA	NA
Moldings:	N/A	NA	NA	NA	NA	NA	NA
Radio:	AM/FM Stereo	AM/FM Stereo	AM/FM Stereo	AM/FM Stereo	AM/FM Stereo	AM/FM Stereo	AM/FM Stereo
Cloth Seats, Front and Rear	Standard	Standard	Standard	Standard	Standard	Standard	Standard
Windshield Wipers:	Standard	Standard	Standard	Standard	Standard	Standard	Standard
Air Conditioning:	Standard	Standard	Standard	Standard	Standard	Standard	Standard
Additional Standard Options:	Cab steps, Off-Road package Stabilizer package, etc.						

CITY OF PHOENIX
Procurement Division
200 W Washington
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Phone: (602) 256-5834

IFB 24-FSD-034 MEDIUM AND HEAVY DUTY CAB AND CHASSIS - REQUIREMENTS CONTRACT

Bidder Name:	Rush Truck Centers

1. Bidder will not modify this form in any way other than providing the information and prices as requested.
2. Prices will be all inclusive with the exception of applicable taxes

Specifications for Medium and Heavy Duty Cab and Chassis

INSTRUCTIONS: Complete for each vehicle offered within category.

	Example	Heavy Duty Specs	Heavy Duty Specs	Heavy Duty Specs	Heavy Duty Specs	Heavy Duty Specs	Heavy Duty Specs
SPECIFY Manufacturer, Make and Model:	City Procurement X1500	Peterbilt Model 567	Peterbilt Model 579	Peterbilt Model 579EV	Peterbilt Model 589	Peterbilt Model 520	Peterbilt Model 520EV
Body Trim Designation Base Vehicle:	XL1500261	NA	NA	NA	NA	NA	NA
Description:	Crew Cab 4x4	Conventional	Conventional	Conventional	Conventional	COE	COE
FUEL TYPE (Gas, E85, Hybrid, Diesel, etc)	E85	CNG, Diesel	CNG, Diesel	EV	Diesel	CNG, Diesel	EV
LIST ALL STANDARD FACTORY EQUIPMENT	cloth seats, am fm radio, tow hooks, etc.						
Wheelbase: Specify in	254"	Various	Various	Various	Various	Various	Various
Axle Ratio: Specify ratio	3.65:1	Various	Various	Various	Various	Various	Various
Differentials	Non-Limited Slip	Various	Various	Various	Various	Various	Various
quantity	72 Amp/ 650 CCA	Various	Various	Various	Various	Various	Various
GVWR: Specify in lbs	7000	Various	Various	Various	Various	Various	Various
GCWR: Specify in lbs	7500	Various	Various	Various	Various	Various	Various
lbs	8500	Various	Various	Various	Various	Various	Various
GAWR Rear: Specify in lbs	7200	Various	Various	Various	Various	Various	Various
Approximate Body/Payload Allowance Specify in lbs:	10000	Various	Various	Various	Various	Various	Various
Engine: Specify size & cylinders	10L 8 cyl	Various	Various	Various	Various	Various	Various
amperage at idle and max output	210 Amperes, 2500 Watt	Various	Various	Various	Various	Various	Various
Automatic Transmission	Yes	Various	Various	Various	Various	Various	Various
Cooler engine oil	Standard	Various	Various	Various	Various	Various	Various
Cooler P/S aux	N/A	Various	Various	Various	Various	Various	Various
Cooler Transmission	Auxiliary	Various	Various	Various	Various	Various	Various
Fuel Tank: Indicate	40 Gal	Various	Various	Various	Various	Various	Various
Fuel Type:	Diesel	Various	Various	Electric	Diesel	Various	Electric
Brakes:	ABS	ABS	ABS	ABS	ABS	ABS	ABS
Speedometer:	electronic	Electronic	Electronic	Electronic	Electronic	Electronic	Electronic
Steering:	power	Power	Power	Power	Power	Power	Power
Suspension Package:	Front and Rear Coil	Front and Rear Coil	Various	Various	Various	Various	Various
Tires: Steel Belted Radials Indicate Quantity	6 steel belted radials 22"	Various	Various	Various	Various	Various	Various
Spare Tire/Wheel: Standard or Optional	Standard OEM	Not Provided	Not Provided	Not Provided	Not Provided	Not Provided	Not Provided
Bumpers	front and rear	Various	Various	Various	Various	Various	Various
Floor Covering: Specify Rubber or Carpet	Rubber	Rubber	Rubber	Rubber	Rubber	Rubber	Rubber
Doors: Specify how many	4	2	2	2	2	2	2
Accessory Outlet	2	Varies	Varies	Varies	Varies	Varies	Varies
Clock	Yes/Digital	Yes/Digital	Yes/Digital	Yes/Digital	Yes/Digital	Yes/Digital	Yes/Digital
Cooling	Water	Water	Water	Water	Water	Water	Water
Cruise Control	Standard	Standard	Standard	Standard	Standard	Standard	Standard
Defroster	Standard	Standard	Standard	Standard	Standard	Standard	Standard
Standard Tint Glass:	None	Standard	Standard	Standard	Standard	Standard	Standard
Four (4) keys	As required	As Required	As Required	As Required	As Required	As Required	As Required
Lamp:	Dome and Map Lights	Yes	Yes	Yes	Yes	Yes	Yes
Locking System:	Electric	Manual	Manual	Manual	Manual	Manual	Manual
Rear view Mirrors	1 Left, 1 Right	1 Left, 1 Right	1 Left, 1 Right	1 Left, 1 Right	1 Left, 1 Right	1 Left, 1 Right	1 Left, 1 Right
Mirror:	Trailer	NA	NA	NA	NA	NA	NA
Moldings:	N/A	NA	NA	NA	NA	NA	NA
Radio:	AM/FM Stereo	AM/FM Stereo	AM/FM Stereo	AM/FM Stereo	AM/FM Stereo	AM/FM Stereo	AM/FM Stereo
Cloth Seats, Front and Rear	Standard	Standard	Standard	Standard	Standard	Standard	Standard
Windshield Wipers:	Standard	Standard	Standard	Standard	Standard	Standard	Standard
Air Conditioning:	Standard	Standard	Standard	Standard	Standard	Standard	Standard
Additional Standard Options:	Cab steps, Off-Road package, Stabilizer package, etc.						

SECTION V - SUBMITTAL

IFB 24-FSD-034 MEDIUM AND HEAVY DUTY CAB AND CHASSIS - REQUIREMENTS CONTRACT

CITY OF PHOENIX
Procurement Division
200 W Washington
7th Floor
Phoenix, AZ 85003
Phone: (602) 256-5634

Bidder Name: **Rush Truck Centers**

1. Bidder will not modify this form in any way other than providing the information and prices as requested.
2. Prices will be all inclusive with the exception of applicable taxes

Pricing for Extended Warranties

Instructions: Offerors must provide pricing for all proposed extended warranties including length, mileage and cost

Component	Level of Coverage	Length	Mileage	Cost
Information Available Upon Request				

SECTION V - SUBMITTAL

IFB 24-FSD-034 MEDIUM AND HEAVY DUTY CAB AND CHASSIS - REQUIREMENTS CONTRACT

CITY OF PHOENIX
Procurement Division
200 W Washington
7th Floor
Phoenix, AZ 85003
Phone: (602) 256-5634

Bidder Name: **Rush Truck Centers**

1. Bidder will not modify this form in any way other than providing the information and prices as requested.
2. Prices will be all inclusive with the exception of applicable taxes

Pricing for Vehicle Service Agreements

Instructions: Offerors must provide pricing for all proposed Vehicle Service Agreements including length, mileage and cost

Component	Level of Coverage	Length	Mileage	Cost
NA				