



CITY OF TUCSON
REQUEST FOR PROPOSAL

226051

AFTERMARKET AUTOMOTIVE AND HEAVY-DUTY VEHICLE PARTS
(AXIA)

Due Date: Wednesday, September 14, 2022

City of Tucson
255 W Alameda St
Tucson, AZ 85701

Procurement portal

<https://secure.procorenow.com/portal/tucson-az>

Public Portal <https://secure.procorenow.com/portal/tucson-az/projects/19263>

PUBLISH DATE: July 27, 2022

CITY OF TUCSON
BUSINESS SERVICES DEPARTMENT
SHARED SERVICES PROCUREMENT DIVISION
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

REQUEST FOR PROPOSAL NO. 226051
Page 2 of 41
RESPONSIBLE CONTRACT OFFICER: Joseph Palacino
PH: (520) 837-4126

Attachments:

A - OFFER AND ACCEPTANCE

F - Axia Cooperative Attachment

G - 226051 - Price Page

A. NOTICE

A.1. CITY OF TUCSON

NOTICE OF REQUEST FOR PROPOSAL NO 226051

TITLE: Aftermarket Automotive and Heavy-Duty Vehicle Parts (AXIA)

SUBMITTAL DUE DATE: Wednesday, September 14, 2022 AT 2:00 P.M. LOCAL AZ TIME

PRE-SUBMITTAL CONFERENCE DATE: Thursday, August 11, 2022

TIME: 10:30 am LOCAL AZ TIME

LOCATION: [MICROSOFT TEAMS VIRTUAL MEETING](#)

CALL-IN AUDIO OPTION: [+1 213-293-2303,,564196514#](#) United States, Los Angeles
PHONE CONFERENCE ID: 564 196 514#

QUESTIONS SHALL BE DIRECTED TO: Joseph Palacino
(520) 837-4126
joseph.palacino@tucsonaz.gov

Posted Date: Wednesday, July 27, 2022

Competitive sealed offers for the material or service specified in this solicitation must be submitted through the City's online bidding system. No late submitted offer will be accepted or considered. Responses submitted in physical form or by facsimile or email will not be considered. Offerors are cautioned to commence the submittal process sufficiently ahead of time to allow for unanticipated delays resulting from things like a slow internet connection, internet outage, difficulty uploading large documents, differing system requirements, etc.

Questions about this solicitation must be addressed to the responsible Contract Officer listed herein.

B. INTRODUCTION

B.1. Summary

The City of Tucson is requesting proposals from qualified firms to establish an annual requirements contract to provide **Aftermarket Automotive and Heavy Duty Vehicle Parts**, per the requirements herein. **NOTE: The Scope of Work of this Solicitation and the resulting contract does NOT include repair services.** This contract will be used by various City departments.

The City currently operates several vehicle and equipment maintenance facilities. These include facilities operated by Fleet Services, Fire Fleet Management, Parks and Recreation and the Water Department. In addition to fixed site repair facilities, various City departments utilize mobile repair trucks. Vehicles maintained range from sedans, pickup trucks, service body trucks, dump trucks, water trucks, refuse collection trucks, ambulances, and fire apparatus to off-road equipment such as grounds keeping equipment, loaders, backhoes, and motor graders.

While a large portion of parts covered under any contract resulting from this solicitation will be utilized for light and medium duty on-highway vehicles, many of the parts incorporated in this solicitation also cover heavy duty on-highway vehicle and off-road vehicle applications. Therefore, offerors must offer complete product lines that cover this wide range of applications.

NOTE: The City of Tucson anticipates establishing a separate contract for the purchase of batteries and does NOT intend to purchase batteries under the contract resulting from this solicitation.

Batteries are included in the Scope of the solicitation and resulting contract to allow for the purchase of batteries under the contract by those cooperative partners.

A. **The City of Tucson**

The City of Tucson is requesting proposals from qualified firms to establish an annual requirements contract to provide **Aftermarket Automotive and Heavy Duty Vehicle Parts**, per the requirements herein. **NOTE: The Scope of Work of this Solicitation and the resulting contract does NOT include repair services.** This contract will be used by various City departments.

B. **AXIA Cooperative - National Contract**The City of Tucson, as the Lead Procurement Agency, as defined in [Axia Cooperative Attachment](#), has partnered with Axia Coop LLC ("Axia Cooperative") to make the resultant contract (also known as the "Master Agreement" in materials distributed by Axia Cooperative) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through Axia Cooperative's cooperative purchasing program. The City of Tucson is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with Axia Cooperative as a Participating Public Agency in Axia Cooperative's cooperative purchasing program. [Axia Cooperative Attachment](#) contains

additional information on Axia Cooperative and the cooperative purchasing agreement.

Axia Cooperative provides shared services and supply chain optimization to state, local, education and other government entities. Axia Cooperative leverages the spend of public agencies nationwide to command the best prices on products and services. With executive support from the supplier along with pricing and sales commitments, Axia Cooperative provides marketing and administrative support for the Supplier that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and competed. The Supplier benefits from a contract that allows Participating Public Agencies to directly purchase goods and services without the Supplier's need to respond to additional competitive solicitations. As such, the Supplier must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Supplier and respond to the Axia Cooperative documents ([Axia Cooperative Attachment](#)).

The City of Tucson anticipates spending approximately \$20mm over the full potential Master Agreement term for Aftermarket Automotive and Heavy-Duty Vehicle Parts. While no minimum volume is guaranteed to the Supplier, the estimated annual volume of purchases under the Master Agreement through Axia Cooperative is approximately \$100mm. This projection is based on the current annual volumes among the Lead Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through Axia Cooperative, and volume growth into other Public Agencies through a coordinated marketing approach between the Supplier and Axia Cooperative.

B.2. Background

The City currently operates several vehicle and equipment maintenance facilities. These include facilities operated by Fleet Services, Fire Fleet Management, Parks and Recreation and the Water Department. The Town of Marana operates a Fleet Services facility at 5100 W. Ina Road. In addition to fixed site repair facilities, various City departments utilize mobile repair trucks. Vehicles maintained range from sedans, pickup trucks, service body trucks, dump trucks, water trucks, refuse collection trucks, ambulances, and fire apparatus to off-road equipment such as grounds keeping equipment, loaders, backhoes, and motor graders.

While a large portion of parts covered under any contract resulting from this solicitation will be utilized for light and medium duty on-highway vehicles, many of the parts incorporated in this solicitation also cover heavy duty on-highway vehicle and off-road vehicle applications. Therefore, offerors must offer complete product lines that cover this wide range of applications.

NOTE: The City of Tucson anticipates establishing a separate contract for the purchase of batteries and does NOT intend to purchase batteries under the contract resulting from this solicitation.

However, the City anticipates the use of this contract by its cooperative partners as described below. Batteries are included in the Scope of the solicitation and resulting contract to allow for the purchase of batteries under the contract by those cooperative partners.

B.3. Contact Information

Joseph Palacino

Contract Officer

Email: joseph.palacino@tucsonaz.gov

Phone: [\(520\) 837-4126](tel:(520)837-4126)

Department:

EGSD

B.4. Timeline

Release Project Date	July 27, 2022
Pre-Proposal Meeting (Non-Mandatory)	August 11, 2022, 10:30am Agenda MICROSOFT VIRTUAL TEAMS MEETING
Proposal Submission Deadline	September 14, 2022, 2:00pm

C. SCOPE OF WORK

NOTE: The Scope of Work of this solicitation and the resulting contract does NOT include Vehicle Repair Services.

C.1. General Requirements

A. QUALIFIED FIRMS

1. Offerors should meet the minimum qualifications:
 - a. Have a strong national presence in the aftermarket automotive and heavy-duty vehicle parts industry.
 - b. Have a distribution model capable of delivering products nationwide.
 - c. Have a demonstrated sales presence.
 - d. Be able to meet the minimum requirements of the cooperative purchasing program detailed herein.
 - e. Be able to provide the full range of products, equipment, parts, materials and services to meet the demands of the City of Tucson and agencies that opt to participate in the cooperative purchasing program detailed herein.

B. INVENTORY

1. The City of Tucson has an ongoing requirement for the material indicated in this solicitation. It is an express condition of any award that the Contractor shall maintain a reasonable stock on hand for delivery to the requesting agency. Failure to maintain such a stock may result in cancellation of the Contract.

C. PRICING FOR PARTS

1. The Offeror shall offer parts prices based on a percentage discount off of a referenced manufacturer's price list or a percentage markup from a manufacturer's cost list. Price list (or Cost list), manual or electronic, must be kept up to date as the discount (or markup) applies to the current list. For the purpose of this contract, the definition of "current" Price list (or cost list) shall be the last Price list (or Cost list) received by the City. Contractor shall notify the City's designated contract representative in the Fleet Services Division, as well as the contract officer in the Procurement Department, of any and all price changes and shall provide a current Price list (or Cost list) to the City.

D. INVOICING

1. The City purchase order number shall be shown on all invoices and related documents. All invoices for parts will have a supporting document with the signature and employee number of the City employee accepting the parts. Contractor's invoices should accompany all part deliveries.

E. CATALOGS

1. Upon request, the Contractor must provide, at no cost to the City or using agency, copies of the referenced catalog(s) and price list(s).

F. DEFECTIVE PRODUCT

1. All defective products shall be replaced and exchanged by the Contractor. The cost of transportation, unpacking, inspection, re-packing, re-shipping or other like expenses shall be paid by the Contractor. All replacement products must be received by the City within seven (7) days of initial notification.

G. ORDER QUANTITIES

1. The quantities ordered at any given time may vary based upon the usage at that time. The City cannot guarantee to order in industry-standard package quantities. For example, if an item is typically packaged in sets of 12, and if the City has a current need of only 5, the order will be placed for 5 each, and the Contractor must fill the order for 5.

H. PARTS INSPECTION

1. All parts provided from the Contractor's shop shall be inspected by the Fleet Services Superintendent, or their agent(s) upon receipt. Any parts determined by the City Representative to be unsuitable for service shall be returned to the contractor at no cost to the City.

I. SDS FOR HAZARDOUS SUBSTANCES

1. Contractor shall furnish Safety Data Sheets for all products required by OSHA Hazard Communications Regulations per 29 CFR Part 1910.1200.

J. USAGE REPORT

1. The Contractor shall provide an electronic copy of a usage report to the Department of Procurement on an annual basis (or at any time upon request). The report shall be provided 9 – 10 months into each term and shall provide complete information regarding the quantities of parts, unit pricing provided and total contract spend during the requested time period.

K. WARRANTY

1. Offeror shall warrant that all parts furnished in their offer are newly manufactured and free from defects in material and workmanship for no less than the stated manufacturer's warranty of the specific part from the date the part is delivered or installed. Warranty shall also guarantee accepted trade standards of quality, fitness for the intended uses, and conformance to promises or specified specifications. No other express or implied warranty shall eliminate the vendor's liability as stated herein.

C.2. SERVICE REQUIREMENTS

A. LOCAL MAINTENANCE FACILITIES AND STOREFRONT

1. The product specified in this solicitation is dependent upon the availability of prompt professional service. In order to be considered for award, each potential contractor is required to have existing facilities with sufficient inventory and trained personnel experienced in providing a quality product, as specified. All normally stocked items ordered during normal business hours, by phone or on-line, must be delivered within one (1) hour

after an order is placed. The City reserves the right to inspect contractor's facilities before final award and throughout the term of the contract for quality control.

B. CUSTOMER SUPPORT SERVICES

1. Offerors must have procedures in place regarding product replacements, returns, restocking charges, after sales support, out of stock tracking, order tracking, technical assistance and feedback, quality assurance for orders and drop shipments.

C. TECHNICAL TRAINING

1. Contractor must have the ability to provide on-site training to the City's parts staff and technicians. This training may be provided by the Contractor's qualified staff, by the product manufacturer, or by a third party.

D. OTHER SERVICES

1. Offers are encouraged to offer value-added services not included in above categories.

C.3. TECHNICAL REQUIREMENTS

A. PRODUCTS

1. Offerors must be able to provide service to a high demand municipal fleet consisting of approximately 2,500 units.
2. All products offered in response to this RFP shall be first line, professional grade products. Any Offeror that wishes to provide house brand or private label products as an alternate must provide evidence documenting how these products provide equivalency to a first line, professional grade product.
3. Offerors must also be able to provide, in their local inventory, product lines that cover a broad range of applications, from sedans, pickup trucks, service body trucks, dump trucks, water trucks, refuse collection trucks, ambulances, and fire apparatus to off-road equipment such as grounds keeping equipment, loaders, backhoes, motor graders and other off-road equipment.

B. ALTERNATE PRODUCT LITERATURE

1. Offerors submitting an offer for house brand or private label products shall submit a brochure or descriptive catalog giving detailed specifications of the proposed product being offered.

C. PRODUCT CATEGORIES INCLUDED

1. Product categories to be provided under this contract include, but are not limited to, the following:
 - a. Air Conditioning and Heater Parts.
 - b. Automotive Bearings and Seals.
 - c. Automotive Filters – air, engine oil, fuel, transmission, water, hydraulic, etc.
 - d. Brake Systems – pads, shoes, drums, rotors, calipers, wheel cylinders, master cylinders, etc.

- i. The City reserves the right to maintain a separate contract, if necessary, for valves, brake chambers, pads, shoes, rotors, drums, brake re-lining, etc. for heavy duty vehicles. The decision to maintain a separate contract shall rest solely with the City.
- e. Chassis Parts – also includes shock absorbers, power steering pumps, steering racks, steering gears, engine and transmission mounts, etc.
- f. Chemicals – brake fluid, power steering fluid, RTV sealants, thread lockers, etc.
- g. Cooling System Components – belts, hoses, clamps, caps (includes radiator, gas, oil filler), thermostats, water pumps, fan clutches, etc.
- h. Drivetrain Components – u-joints, yokes, clutches, drive shafts (front wheel drive), etc.
- i. Electrical Components – switches, fuses, circuit breakers, primary wire, battery cable, wiring terminals, senders, sensors, instrumentation, etc.
- j. Engine gaskets and engine repair parts.
- k. Ignition System Components – caps, coils, rotors, sensors, wire sets, etc.
- l. Lighting Components for Light and Heavy Duty Vehicles– miniature bulbs, headlamps, truck/trailer lighting (marker lights, stop/turn/tail assemblies and components, mounting components, etc.)
- m. Spark Plugs.
- n. Tire and Wheel Maintenance Components – tire repair items (cleaners, patches, cements, etc.), wheel weights, tire installation lubricant, wheel studs and nuts, etc.
- o. Wiper Blades.
- p. Service Line type products.

D. PARTS NOT INCLUDED

1. Products NOT to be provided under this contract include the following:
 - a. Hand Tools
 - b. Power tools
 - c. Any item not directly associated with the repair or maintenance of automobiles, medium or heavy duty trucks, small equipment, or off-road equipment.

D. INSTRUCTIONS TO OFFERORS

D.1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION

For purposes of this solicitation and any subsequent contract, the following terms have the meanings set forth below:

City: The City of Tucson, Arizona

Contract: The legal agreement(s) executed between City and the Successful Offeror(s). The Contract will be deemed to include all the conditions and requirements set forth in this solicitation and any Amendments to the solicitation, all the Special Terms and Conditions and Standard Terms and Conditions, and all the terms of the Offer submitted by Offeror as finally negotiated and accepted by the City.

Contractor/Consultant: A Successful Offeror that enters into a Contract with the City.

Contract Representative: The City employee or employees who have been designated to act as the City contact for this solicitation process and who are responsible for monitoring and overseeing the Contractor's performance under the Contract.

Business Services Director: The contracting authority for the City, authorized to sign contracts and amendments thereto on behalf of the City.

May: Indicates something that is not mandatory but permissible.

May not: The indicated party is prohibited from taking the action.

Must: The action or condition is required.

Offer: Any proposal, statement of qualifications, bid, or other submission provided by an Offeror in response to this Solicitation.

Offeror: Each individual or entity that submits an Offer in response to this solicitation.

Successful Offeror: An Offeror who received a Notice of Award or a Notice of Intent to Award from the City.

Will: The indicated party is promising to take the action or abide by the condition.

D.2. PRE-SUBMITTAL MEETING

A Pre-Submittal Meeting will be held at the date and time stated on the cover page of this solicitation, if such a date and time is provided. Attendance at this meeting is not mandatory, but written minutes and/or notes regarding the meeting will NOT be provided, so attendance is encouraged. The purpose of this meeting will be to clarify the contents of this solicitation in order to prevent any misunderstanding of the City's position.

D.3. INQUIRIES

Any questions about this solicitation or the proposed Contract must be presented at the Pre-Submittal Meeting, if there is one (see above), or submitted in writing, via email, or through the online bidding system, to the Contract Officer by the Question Submission Deadline. The email must refer to the

solicitation number and the paragraph number of the provision that the question concerns. The Contract Officer may respond by email or may, if they deem it appropriate, address the question in a solicitation Amendment. Offeror may not rely on oral interpretations or clarifications about the solicitation; only questions answered in an email by the Contract Officer or posted as a formal solicitation Amendment will be binding.

D.4. ADDENDUM OF SOLICITATION

Solicitation Addenda will be posted on the City's link to the online bidding website. Offeror is responsible for checking the webpage regularly for new solicitation addenda and must acknowledge each addendum to this solicitation in its submittal. Please note that vendors who have registered with the Business Services Department at <https://secure.procurenow.com/portal/tucson-az> and follow the City of Tucson will receive email notifications of solicitation addenda.

D.5. UNDERSTANDING SCOPE OF WORK

Before submitting an Offer to this solicitation, Offeror must familiarize itself with the Scope of Work, laws, regulations, physical conditions, and other factors affecting the obligations – including the expense and difficulty of fulfilling those obligations – that Offeror will have under the Contract if awarded to Offeror. No adjustment to the financial or other terms of the Contract will be justified by Offeror's failure to fully understand or appreciate the Contract requirements or other factors affecting Contract performance.

D.6. PREPARATION OF OFFER

- A. Form and Organization. If Offer forms are included in this Solicitation, Offeror's Submittal must be on those forms. Supporting documentation must be arranged in a manner that follows and clearly refers to corresponding sections of the solicitation. Offeror may copy the submittal forms in order to complete them electronically but may not alter or rearrange them or change any paragraph designations.
- B. Confidential Information. Any information in its submittal that Offeror wishes to be treated as confidential must be clearly marked "CONFIDENTIAL."
- C. Offer Contents. Offeror's submittal must contain responses to all sections of this solicitation, any Offer forms provided must be completed and any requested supporting documentation must be attached.
- D. Signatures. Offeror must include in their submittal signed copies of the Offer and Acceptance page. Any cover letter accompanying the proposal documents must be signed. Offeror must initial each erasure, interlineation or other modification in the submittal. The person signing and initialing on behalf of Offeror must be a person authorized to legally bind Offeror.
- E. Prices. Where a unit price is provided it will govern over any erroneous extension of the price.
- F. Time Periods. Periods of time, stated as a number of days, will be calendar days unless specifically stated otherwise.
- G. Accuracy. Mistakes in preparation of its submittal confers on Offeror no right to modify or withdraw its submittal after the Submittal Deadline.

- H. Cost of Preparation. The City will not reimburse Offeror for the cost of developing, presenting, submitting or providing any response to this solicitation.
- I. Subcontractors. Offeror must, in their submittal, list any subcontractors that it will utilize in the performance of the Contract if they are awarded the Contract and must describe their qualifications in detail.
- J. Incomplete Information. Failure to include all requested information may have a negative impact on the evaluation of Offeror's submittal.

D.7. PAYMENT DISCOUNTS

Payment discount periods shall be computed from the date of receipt of the material/service or correct invoice, whichever is later, to the date City's payment warrant is mailed. Unless freight and other charges are itemized, any discount provided shall be taken on full amount of invoice. Payment discounts of twenty-one calendar days or more shall be deducted from the proposed price in determining the price points. However, the City shall be entitled to take advantage of any payment discount offered by a vendor provided payment is made within the discount period. The payment discount shall apply to all purchases and to all payment methods.

D.8. TAXES

The City is exempt from federal excise tax, including the federal transportation tax, but is not exempt from any other taxes, including state and local sales and excise taxes.

D.9. EXCEPTIONS TO CONTRACT PROVISIONS

By submitting an offer in response to this solicitation, Offeror is offering to enter into the Contract with the City. If Offeror wishes to modify any Contract terms and conditions, Offeror must, in its Offer, clearly identify the changes it is requesting. No requested modification will be deemed accepted by the City unless and until the City's Business Services Director or their designee expressly accepts it in writing.

D.10. PUBLIC RECORD

Any documents submitted by Offeror in response to this solicitation will become the property of the City. Except as set forth below with respect to Confidential Information, the Submittal will be deemed to be a public record available for review by the public after the award notification.

D.11. CONFIDENTIAL INFORMATION

The City is obligated to abide by the Arizona Public Records Law, A.R.S. §§ 39-101 through 39-161. If Offeror believes that any portion of its Offer, specification, protest or correspondence contains information that is confidential and subject to being withheld from disclosure in the event that the City receives a public records request to which the record is responsive, Offeror must, when the record is submitted, provide the Contract Officer written notification of that fact. The records or portions of records that Offeror wishes to be treated as confidential must also be clearly marked "CONFIDENTIAL" on their face. Pricing will not be treated as confidential.

If the City, after award notification, receives a public-records request the scope of which includes a document submitted by Offeror and marked "CONFIDENTIAL", the Contract Officer will make a written determination regarding whether the document will be provided to the requestor. If the Contract Officer determines that the document should be released, City will notify Offeror in writing. Unless Offeror, within 10 days after the date of that notice, obtains and provides to City an order from a court of competent jurisdiction prohibiting the City from releasing the documents, the City may release the documents without any liability to Offeror.

D.12. WHEN AND HOW TO SUBMIT OFFERS

In order to be considered, Offeror must, no later than the Offer Submittal Deadline, submit its Offer electronically through the City's online bidding system. Submittal instructions and online bidding system can be found at the following link: <https://www.tucsonprocurement.com/>

NOTE: THE ENTIRE OFFER MUST BE IN ""SUBMITTED"" STATUS IN THE CITY'S ONLINE BIDDING SYSTEM IN ORDER TO BE CONSIDERED. RESPONSES THAT HAVE BEEN CREATED IN THE SYSTEM, BUT THAT ARE NOT IN ""SUBMITTED"" STATUS BY THE OFFER SUBMITTAL DEADLINE WILL NOT BE CONSIDERED.

D.13. CERTIFICATION OF NONCOLLUSION; CONFLICTS OF INTEREST

Offeror will not communicate, orally or in writing, with any member of the Mayor and Council, or with any City staff outside the Procurement Division of the Business Services Department, regarding this Solicitation. By submitting an Offer, Offeror warrants that:

- A. Preparation and submission of the submittal did not involve collusion or other anti-competitive practices.
- B. 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, meal or service to a public servant in connection with this solicitation.
- C. No person has been employed or retained to solicit or secure a Contract under this solicitation upon a promise of a commission, percentage, brokerage, or contingent fee.
- D. No employee of the City involved in this Solicitation process, or any family member of such an employee, has any substantial financial interest in Offeror's firm. No member of the City of Tucson Mayor and Council who has, or whose family member has, any substantial financial interest in Offeror's firm will participate in any action taken by the Mayor and Council with respect to this Contract. The terms "relative" and "substantial interest" have the meanings assigned in A.R.S. § 38-502

The City may disqualify Offeror from further participation in the solicitation process if the City determines that any City employee or official involved in this Solicitation process has an actual or apparent conflict of interest or if Offeror has engaged in any collusion or anti-competitive practices.

D.14. WITHDRAWAL OF OFFER; BINDING OFFER

By submitting an Offer in response to this Solicitation, Offeror is offering to enter into the Contract with the City. Offeror may withdraw a submitted Offer at any time prior to the Offer Submittal Deadline. Telephonic or oral withdrawals are not effective.

Offeror cannot withdraw an Offer that is in “submitted” status as of the Offer Submittal Deadline unless the Director of the Business Services Department consents in writing to the withdrawal. The Offer will be irrevocable for 90 days after the Offer Submittal Deadline.

D.15. DISCUSSIONS

The City may, at its discretion, conduct discussions with Offeror for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in Offeror’s submittal in order to clarify the offer and assure full understanding of, and responsiveness to, solicitation requirements.

D.16. VENDOR REGISTRATION; BUSINESS LICENSE

In order to be eligible for award of a Contract, Offeror must:

- A. Register with the City’s Business Services Department. Registration can be completed at <https://secure.procurenw.com/portal/tucson-az>.
- B. Obtain a City of Tucson Business License or a written determination from the City's Business License Section that a license is not required. Application for a City Business License can be completed at <http://www.tucsonaz.gov/etax>. For questions contact the City's Business License Section at (520) 791-4566 or email at tax-license@tucsonaz.gov

E. OFFER EVALUATION AND CONTRACT AWARD

E.1. PROPOSAL EVALUATION CRITERIA – (listed in relative order of importance)

- A. Method of Approach
- B. Price Proposal
- C. Qualifications and Experience

E.2. INTERVIEWS

The City may interview some or all of the offerors at any point during the evaluation process. If interviews are conducted, information provided during the interview process will be taken into consideration in the evaluation process. The City will not reimburse the Offeror for any costs Offeror incurs during its participation in the interview process.

E.3. ADDITIONAL INVESTIGATIONS

The City may undertake any additional investigations it deems appropriate to evaluate the competence and financial stability of any offeror.

E.4. OTHER INFORMATION

Information that evaluation committee members have about an offeror beyond what is provided in the offeror's Offer may be taken into consideration during the evaluation process.

E.5. PRICE

- A. **Tax Offset Policy.** If applicable under Section 28-18(6) or Section 28-17(7)(d) of the Tucson Procurement Code, the City will include the amount of all business privilege taxes other than the City's in evaluating the pricing component of each Offer.
- B. **Payment Discounts.** Any discounts offered by Offeror for payments made within 21 calendar days or more will be deducted from the proposed price in evaluating an offeror's pricing. However, the City may take advantage of any early- or timely-payment discounts offered by a vendor. Any proposed payment discount will apply to all purchases and to all payment methods

E.6. CITY'S RIGHT TO WAIVE DEFECTS OR REJECT OFFERS

Notwithstanding any other provision of this solicitation, the City may:

- A. Waive any immaterial defect or informality; or
- B. Reject any or all submittals, or portions thereof; or
- C. Reissue the solicitation.

E.7. CONTRACT NEGOTIATIONS

At the City's discretion, it may negotiate with one or more responsible offerors to agree upon the final conditions, terms and price of the Contract. In doing so, the City will treat offerors fairly and will not disclose to any offeror information from responses submitted by other offerors. Exclusive or concurrent negotiations do not constitute a contract award and do not confer any rights to the offerors participating in such negotiations. In the event the City deems that negotiations are not progressing, the City may formally terminate these negotiations and may enter into concurrent or exclusive negotiations with the next most qualified firm(s).

E.8. AWARD OF CONTRACT

A Contract is created when, and only when, it is formally awarded, which occurs when the Business Services Director and the City Attorney sign the Offer and Acceptance page of the Successful Offeror's submittal. When a Contract is awarded, the City will send the Contractor a Notice of Award.

The City may first issue a Notice of Intent to Award to the Successful Offeror(s). Offeror, if it receives a Notice of Intent to Award from the City, must sign and file with the City, within five (5) days after receipt of the Notice, all documents necessary for execution of the Contract. A Notice of Intent to Award does not create a contract. Only a subsequent formal award, as described above, creates a Contract.

E.9. MULTIPLE AWARDS

The City, at its sole discretion, may award multiple Contracts.

E.10. SOLICITATION RESULTS

After the City issues a Notice of Award, the City will post the name(s) of the Successful Offeror(s) on the Business Services Department's Internet site at <https://secure.procurenow.com/portal/tucson-az>.

E.11. PROTESTS

Any interested party, may, in accordance with Article IX of the Tucson Procurement Code, protest either this solicitation or the award of a Contract under this solicitation. A protest based on alleged improprieties in this solicitation must be filed no later than five (5) working days before the Proposal Submittal Deadline. A protest of a proposed or actual award must be filed no later than ten (10) calendar days after the City issues a Notice of Intent to Award or, if no Notice of Intent to Award is issued, after the City issues a Notice of Award.

A protest must be made in writing and filed with the Contract Officer. It must include:

- A. The name, address, and telephone number of the protestant;
- B. The signature of the protestant or its representative;
- C. The solicitation or Contract number;
- D. A detailed statement of the legal and factual grounds for the protest along with copies of all relevant documents; and
- E. The form of relief requested.

F. EVALUATION PHASES

No.	Evaluation Criteria	Scoring Method	Weight (Points)
-----	---------------------	----------------	-----------------

<p>1.</p>	<p>Method of Approach I of II REQUIREMENTS SPECIFIC TO EVALUATION CRITERIA: <i>The narrative portion and the materials presented in response to this Request for Proposal should be submitted in the same order as requested and must contain, at a minimum, the following:</i></p> <ul style="list-style-type: none"> • Offeror must provide a detailed written response illustrating how the products offered will meet the requirements of this solicitation. • Offerors shall provide the proposed product lines that will meet the requirements of this solicitation. • Offerors shall submit information that will aid the City in evaluating your proposal: product specification sheets, product brochures, product website addresses, etc. • Offerors submitting house brand or private label products must submit evidence that documents how these products provide equivalency to a first line, professional grade product. • Offerors submitting alternates "equals" or on the basis of exceptions to specific conditions of purchases and/or required specifications must be submit an attachment referencing the specific paragraph numbers and adequately defining the exception submitted. Detailed product or service literature, suitable for evaluation, must be submitted with the offer. If no exceptions are taken, the City will expect and require complete compliance with the specifications and conditions of purchase. <p>A. What are the store locations and store hours?</p> <p>B. What are the hours of delivery service?</p> <ol style="list-style-type: none"> 1. What is the number of delivery vehicles? 2. What is the size of your delivery staff? <p>C. What is your firm's average delivery time for in-stock items?</p>	<p>N/A</p>	<p>N/A</p>
-----------	--	------------	------------

	<ul style="list-style-type: none">1. How will you achieve the one (1) hour delivery time requirement as stated in Section B. Service Requirements, paragraph 11?2. Is there a cut-off time for same-day delivery?D. What is the total number of line items?<ul style="list-style-type: none">1. What is the dollar value of your entire inventory?		
--	--	--	--

<p>2.</p>	<p>Method of Approach II of II</p> <p>A. For each of your firm’s individual store locations, state the number of items and dollar value of inventory.</p> <p>B. For each of your firm’s individual store locations, what is the size of your professional counter staff ?</p> <p>C. Describe any order desks or specific order procedures that your firm has for your government or commercial customers</p> <p>1. Does your firm have staff dedicated to service government or commercial customers?</p> <p>D. Can your firm provide an annual usage report (Yes or No)?</p> <p>1. Describe how usage is tracked.</p> <p>2. How and when is it reported to the using agency?</p> <p>3. Can you break out the usage report by agency?</p> <p>E. What is your firm’s out of stock and backorder policies?</p> <p>1. How will your firm ensure that backorders are tracked and filled correctly?</p> <p>F. What is your firms policy regarding clean-up of the City’s dead-stock or obsolete merchandise?</p> <p>G. Describe any alternate ordering methods available, including on-line or internet methods.</p> <p>1. If internet ordering is available, provide screen shots of your ordering site or, if possible, provide the City with access to your ordering site.</p> <p>2. Can the internet ordering site be customized for this contract?</p> <p>H. Describe any training that your firm provides to customer technicians or parts staff.</p> <p>1. What is the training location?</p> <p>a. Customer site?</p> <p>b. Contractor site?</p>	<p>N/A</p>	<p>N/A</p>
-----------	--	------------	------------

	<ul style="list-style-type: none"> c. Third party site? 2. What is the duration/length of training? 3. Is training provided at no cost? <ul style="list-style-type: none"> a. If not, please state the cost. 4. Is there a limit on training group sizes? I. AXIA: Provide a response to the national program. <ul style="list-style-type: none"> 1. Include a detailed response to Attachment, <i>Exhibit A, Axia Cooperative Response for National Cooperative Contract</i>. <ul style="list-style-type: none"> a. Responses should highlight experience, demonstrate a strong national presence, describe how offeror will educate its national sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to Axia Cooperative. 2. The successful offeror will be required to sign Attachment, <i>Exhibit B, Axia Cooperative Administration Agreement</i>. <ul style="list-style-type: none"> a. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to the Axia Cooperative Administration Agreement. 3. The successful offeror will be required to fill out (in Attachment) <i>Exhibit G – Federal Funds Certification</i> and <i>Exhibit H – New Jersey Business Compliance</i> in its entirety. 		
--	---	--	--

	<p>J. Value Added Services</p> <ol style="list-style-type: none"> 1. Describe any government rebate or government incentive programs applicable. 2. Describe how your firm will meet the monthly usage reporting criteria. <ol style="list-style-type: none"> a. Submit a sample report. 3. Please include any Value-Added Services that have not been listed in the Scope of Work. Services could include, but not limited to, additional inventory management, emergency preparedness services, etc. 		
3.	<p>Price Proposal Provide price proposal as requested on the Price Page attached herein. Complete Pricing for both, Fleet and Fire (both are included in single attachment titled, 226051 - Price Page).</p>	N/A	N/A

<p>4.</p>	<p>Qualifications & Experience</p> <ul style="list-style-type: none"> A. Provide a general overview of your company, including the number of years in business, and number of employees. B. Identify your counter staff and other key personnel and the positions they will hold in the performance of services under this contract. C. Describe the level of qualifications and experience of your counter staff. Describe the level of qualifications and experience of your management staff. D. Provide resumes that demonstrate the qualifications and experience of key personnel. E. Provide a minimum of three (3) references for which your company has provided the same types of products (please include company name, address, contact person, phone number, and email address). References from other public agencies, particularly municipal governments, are preferred. You may include the City of Tucson if you are a current City contractor, however please include three additional references in addition to the City of Tucson. 	<p>N/A</p>	<p>N/A</p>
-----------	--	------------	------------

G. SPECIAL TERMS AND CONDITIONS

G.1. COOPERATIVE PURCHASING

Contractor will, when requested, provide goods and services at the same prices and under the same terms and conditions as set forth in this Contract to any public or nonprofit agency that is registered with Axia Cooperative or has a Cooperative Purchasing Agreement with the City or participates in the Strategic Alliance for Volume Expenditures (SAVE) cooperative.

See http://www.tucsonprocurement.com/coop_partners.aspx and click on "Cooperatives" for a list of agencies that have Cooperative Purchasing Agreements with the City; see <http://www.mesaaz.gov/home/showdocument?id=23638> for a list of agencies participating in SAVE. These lists are subject to change. Contractor may, however, charge an agency that is outside the Tucson Metropolitan Area for additional out-of-pocket expenses that will be incurred by Contractor in providing goods and services to the agency (i.e., freight charges, travel related expenses, etc.).

Each participating agency that orders goods or services under this Contract as provided above is solely responsible for paying Contractor for those goods and services. The City is not responsible for any disputes arising out of transactions made by others.

G.2. FOB DESTINATION FREIGHT PREPAID

Prices shall be FOB Destination Freight Prepaid to the delivery location designated. Contractor shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The City will assist the Contractor in arranging for inspection.

G.3. PRICE ADJUSTMENT

At least 90 days before the date that the Contract is eligible for extension, Contractor may submit to the Contract Officer a request for price adjustments based on documented increased Contractor costs and the City may, at its discretion, make price adjustments, which will apply during the extension term.

G.4. SUBSTITUTE ITEMS

In the event that a product or model provided under the contract is discontinued by the manufacturer, the City at its sole discretion may allow the Contractor to provide a substitute for the discontinued item. The Contractor shall request permission to substitute a new product or model and provide the following:

- A formal announcement from the manufacturer that the product or model has been discontinued.
- Documentation from the manufacturer that names the replacement product or model.
- Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original solicitation.

- 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.
- Documentation confirming that the price for the replacement is the same as or less than the discontinued model.

G.5. TERM AND RENEWAL

The term of the Contract will commence when awarded to Contractor and remain in effect for a period of THREE (3) years, unless terminated, canceled or extended as otherwise provided herein. The City may, at its sole option, extend the Contract's term for up to TWO (2) additional **one-year periods** or portions thereof.

H. INSURANCE REQUIREMENTS

H.1. Required Insurance Policies

Contractor will obtain and maintain during the entire term of this Contract and for 2 years after the Contract term ends, the following insurance coverage from insurers that have an "A.M. Best" rating of not less than A-VII:

H.2. Commercial General Liability

Policy must include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability with coverage limits no lower than:

- A. Each Occurrence: \$1,000,000
- B. General Aggregate: \$2,000,000
- C. Products & Completed Operations Aggregate: \$2,000,000
- D. Personal and Advertising Injury: \$1,000,000
- E. Blanket Contractual Liability: \$1,000,000

H.3. Commercial Automobile Liability

Policy must include bodily injury and property damage, for any owned, hired, and/or non-owned vehicles used in performance of work under this Contract, with a Combined Single Limit no lower than \$1,000,000.

H.4. Worker's Compensation. Policy must have coverage limits no lower than:

Policy must have coverage limits no lower than:

- A. Per Occurrence: Statutory
- B. Employer's Liability: \$1,000,000
- C. Disease Each Employee: \$1,000,000
- D. Disease Policy Limit: \$1,000,000
- E. [If Contractor is a Sole Proprietor, include this waiver provision under A.R.S. § 23-961(M). To determine whether the Contractor is a Sole Proprietor, please request the Sole Proprietor/Independent Contractor form from the Contract Officer listed in the solicitation.] I am a sole proprietor, and I am doing business as [name of sole proprietor business]. I am performing work as an independent contractor for the City of Tucson. I am not the employee of the City of Tucson for workers' compensation purposes, and, therefore, I am not entitled to workers' compensation benefits from the City. I understand that if I have any employees working for me, I must maintain workers' compensation insurance on them.

H.5. Policy Change Notice

Contractor will give the City 10 days advance written notice before any of the above policies are changed in any manner that is inconsistent with the requirements of this Contract. The notice must be sent directly to the Procurement Division of the Business Services Department.

H.6. Additional Insured

The Commercial General Liability, Commercial Automobile Liability and umbrella policies where applicable will include the City as an additional insured with respect to liability arising out of the performance of this contract. The City must be covered to the full policy limits, even if those limits of liability are in excess of those required by this Contract. The coverage must be primary and any insurance carried by City is excess and not contributing.

H.7. Claims-Made Coverage

If any or part of the required insurance is written on a claims-made basis, any policy retroactive date must precede the date of the contract and the Contractor must maintain such coverage for a period not less than three (3) years following contract expiration, termination or cancellation.

H.8. Additional Requirements

Each insurance policy required by this Contract, excluding Professional Liability (Errors & Omissions), must include or be endorsed to include to provide the following:

- A. A waiver of subrogation endorsement in favor of the City, for losses arising from work performed by or on behalf of the Contractor (Including Worker's Compensation).
- B. The policy is primary and any insurance carried by the City is excess and not contributing.
- C. The coverage provided by the policy is not limited to the liability assumed under the indemnification provisions of this Contract.
- D. The insurer will provide written notice to the City at least ten (10) calendar days before the policy is terminated or cancelled or the coverage is reduced.

H.9. Verification of Coverage

- A. Contractor will give the City certificates of insurance (ACORD form or equivalent approved by the City), signed by an authorized representative of the insurer, showing that the Contractor has all the insurance required by this Contract.
- B. Contractor must deliver the certificates directly to the Procurement Division of the City's Business Services Department before the Contractor commences work under this Contract.
- C. The certificates must contain the City project/contract number and project description.
- D. The City reserves the right to require complete copies of all insurance policies required by this Contract at any time.

H.10. Subcontractors

Contractors' insurance certificate(s) must include all subcontractors as insureds under its policies or Contractor must give the City separate certificates and endorsements for each subcontractor showing that each subcontractor has the insurance coverage described above.

H.11. Public Entities

If Contractor or any sub-contractor is a public entity that self-insures as permitted by law, **then** the insurance requirements in this Section 8 will not apply to that entity and that entity must instead provide a Certificate of Self- Insurance.

H.12. Sufficiency of Coverage

The City in no way warrants that the required minimum insurer rating in this Contract is sufficient to protect the Contractor from potential insurer insolvency, nor that the required liability limits are sufficient to protect Contractor.

I. STANDARD TERMS AND CONDITIONS

I.1. ADVERTISING

Contractor will not advertise or publish information concerning this Contract without prior written consent of the City's Business Services Director.

I.2. COMPLIANCE WITH LAWS

The parties will comply with all federal, state and local laws, rules, regulations, standards and Executive Orders including, without limitation, the following:

- A. Americans with Disabilities Act. Contractor will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101 -- 12213) and applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36.
- B. Workers' Rights Laws. Contractor will comply with all applicable provisions of Federal and State Child Labor and Workers' Rights laws and agrees if called upon to affirm in writing that they and any subcontractors working under this Contract are in compliance.
- C. Affirmative Action. Contractor will comply with Chapter 28, Article XII of the Tucson City Code Chapter 28.

I.3. GOVERNING LAW AND VENUE

This Contract is governed by the laws of the State of Arizona and the City and Contractor will have all remedies afforded to each by the Tucson Procurement Code and the laws of the State of Arizona. Any lawsuits regarding this Contract must be brought in a court of competent jurisdiction in Pima County, Arizona.

I.4. ARBITRATION

Notwithstanding any other provision in this Contract, no agreement by the City to arbitrate a dispute is binding unless given expressly and in writing after execution of this Contract. However, if both parties agree, disputes may be resolved through arbitration following the process in A.R.S. § 12-1501, et seq. Contractor must continue to perform under this Contract without interruption, notwithstanding the provisions of this section.

I.5. ASSIGNMENT

Contractor may not assign its rights or obligations under this Contract without the prior written permission of the City's Business Services Director. The City will not unreasonably withhold approval for a requested assignment.

I.6. SUBCONTRACTS

Contractor may not enter into any subcontracts for work under this Contract without the advance written approval of the City's Business Services Director. All subcontracts will incorporate all the terms and

conditions of this Contract. Contractor is responsible for contract compliance and quality of work of any subcontractors used.

I.7. PROTECTION OF CITY PROPERTY

If this Contract requires Contractor to perform any work on City-owned property, Contractor will use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on the property. Contractor will replace or repair any damage caused by Contractor or any employee, agent, or subcontractor of Contractor, at no expense to the City. If Contractor fails or refuses to make such repair or replacement, the City will estimate the cost of repair and, upon receiving an invoice from the City for that estimated cost, Contractor will pay the City the invoiced amount. City may, at its discretion, instead deduct the amount from any payments due Contractor under this or any other City contract.

Contractor will, during the course of its work on City property, keep the work area, including any storage areas used by the Contractor, free from accumulation of waste material or rubbish. Upon completion of the work, Contractor will leave the work area in a clean and neat condition, free of any debris, and will remove any non-City-owned materials or equipment or other personal property that it has caused to be located on the City property.

I.8. COMMENCEMENT OF WORK

Contractor will not commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order or is otherwise directed to do so, in writing, by the City.

I.9. CONFIDENTIALITY OF RECORDS

Contractor will establish and maintain procedures to ensure that no information contained in its records or obtained from the City or from others in carrying out its functions under this Contract is used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform its duties under the Contract, and will take appropriate measures to protect any personal identifying information of any individuals.

I.10. CONTRACT AMENDMENTS; ADDITIONAL WORK

This Contract may only be amended by a written agreement signed by the parties. The City's Business Services Director or their designee may, on behalf of the City (1) approve and execute any amendments, change orders, or supplemental written agreements; and (2) grant time extensions or contract renewals. Except in the case of a documented emergency, Contractor will not perform any work under this Contract that exceeds the scope of work or contract amount unless a formal amendment or change order has first been approved and executed by the City.

I.11. ENTIRE CONTRACT; INTERPRETATION

This Contract, which includes all the conditions and requirements set forth in the Solicitation and all Amendments to the Solicitation, all the Special Terms and Conditions and Standard Terms and Conditions, and all the terms of the Offer submitted by Contractor as finally negotiated and accepted

by the City, constitutes the entire agreement of the parties regarding the services described in the Scope of Work and will prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.

No course of prior dealings between the parties and no usage of the trade will be deemed to supplement or explain any term used in the Contract.

I.12. SEVERABILITY

The provisions of this Contract are severable. If any provision or application of a provision of this Contract is held to be invalid, that will not affect the validity of any other provision or application of a provision that can remain meaningfully effective without the invalidated provision or application.

I.13. DUPLEXED/RECYCLED PAPER

Whenever practicable, all printed materials produced by Contractor in the performance of this Contract will be duplexed (two-sided copies), printed on recycled paper, and labeled as such.

I.14. NON-DISCRIMINATION

Contractor will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this Contract, including flow-down of all provisions and requirements to any subcontractors. During the term of this Contract, Contractor will not discriminate against any employee, client, or any other individual in any way because of race, color, religion, ancestry, sex, age, disability, national origin, sexual orientation, gender identity, familial status, and/or marital status.

I.15. DELIVERABLES PROPERTY OF CITY; NO LIENS

All services, information, computer program elements, reports and other deliverables created under this Contract are the sole property of the City and may not be used or released by Contractor except with the City's prior written permission.

All deliverables supplied to the City under this Contract will be free of all liens and encumbrances.

I.16. FEDERAL IMMIGRATION LAWS AND REGULATIONS

Contractor warrants and will require each subcontractor performing work on this Contract to warrant that it will comply with all federal immigration laws and regulations that relate to its employees and with the requirements of A.R.S. § 23-214(A). A breach of this warranty will be deemed a material breach of this Contract that is subject to penalties up to and including termination of this Contract. City may inspect the records of any employee of Contractor or any subcontractor performing work on this Contract to monitor Contractor's and its subcontractors' compliance with this warranty.

I.17. 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 does not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence.

If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party must notify the other party in writing of the delay as soon as practical, including when the delay commenced and its cause. The notice must make a specific reference to this article to fall within its protection. The delayed party must resume performance as soon as practicable and must notify the other party in writing when it has done so. The parties will modify the Contract to agree upon the period of time by which the excused delay extends any completion dates.

I.18. GRATUITIES

The City may, by written notice to the Contractor, terminate this Contract if it finds that gratuities, in the form of entertainment, gifts, meals or otherwise, were offered or given by Contractor or any agent or representative of Contractor, to any officer or employee of the City to influence the award of this Contract or any determinations with respect to the performance of this Contract. In the event this Contract is terminated 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 Contractor the amount of the gratuity.

I.19. CONFLICTS OF INTEREST

The City may terminate this Contract without penalty or further obligation pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the City is or becomes, at any time while the Contract or any extension of the Contract is in effect, an employee of, or a contractor to, Contractor with respect to the subject matter of this Contract. Termination will be effective when written notice from the City's Business Services Director is received by Contractor, unless the notice specifies a later time.

I.20. INDEMNIFICATION

To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, will indemnify, defend, and hold harmless the City and its officials, employees, volunteers, and agents, from and against all allegations, demands, proceedings, suits, actions, claims (including but not limited to claims of patent, trademark, or copyright infringement), liability, damages, losses, expenses (including but not limited to attorney fees and court costs, including the cost of appellate proceedings, and all claim-adjusting-and-handling expenses) or disbursements of any kind or nature, that may be asserted against, imposed on, or incurred by any of them, in any way relating to or arising from any actions, errors, mistakes or omissions of Contractor or any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable relating to work, services and/or products provided under this Contract.

Contractor is responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Contractor agrees to waive all rights of subrogation against the City, its agents, officials, employees, and volunteers for losses arising from the work performed by Contractor under this Contract.

I.21. INTELLECTUAL PROPERTY

If manufacture, sale, or use of any method, process, machine, technique, design, living thing, genetic material, or composition of matter, or any part thereof ("**Product**") by Contractor in performing its duties under this Contract is determined to constitute infringement and if further manufacture, sale, or use of said Product is enjoined, Contractor will, at its own expense, either procure for the City the right to continue manufacture, sale, or use of that Product, replace it with an alternative non-infringing Product, or modify it so it becomes non-infringing.

If requested by City, Contractor will provide the City with satisfactory evidence of patent licenses or patent releases covering City-specified proprietary materials, equipment, devices or processes.

I.22. INDEPENDENT CONTRACTOR

Neither party is the agent, employee, partner, joint venturer, or associate of the other. No employee or agent of one party will be deemed or construed to be the employee or agent of the other party for any purpose. Neither party will be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.

I.23. INSPECTION AND ACCEPTANCE

All materials and services provided to the City under this Contract are subject to final inspection and acceptance by the City. Any materials or services failing to conform to the specifications of this Contract must be promptly replaced or redone at Contractor's cost. Nonconforming goods or services may be deemed a default and result in Contract termination.

I.24. ISRAEL BOYCOTT DIVESTMENT

If this Contract has a value of \$100,000 or more, Contractor certifies that it is not currently engaged in, and will not during the term of this Contract engage in, a boycott of goods or services from Israel as defined in A.R.S. § 35-393.

I.25. LICENSES

Contractor will maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract. Contractor will, at the request of the City at any time during the term of this Contract, give the City a valid copy of its business license or, if it is exempt, a written determination from the City Business License Section that a business license is not required.

I.26. NON-EXCLUSIVE CONTRACT

This Contract is for the sole convenience of the City, which may obtain like goods or services from other sources.

I.27. OVERCHARGES BY ANTITRUST VIOLATIONS

To the extent permitted by law, Contractor hereby assigns to the City any and all claims that Contractor has for overcharges by any subcontractor or supplier of goods or services used by Contractor to fulfill this Contract that relate to antitrust violations.

I.28. PAYMENT

- A. Form of Payment. The City's preferred method of payment is via credit card, either at the time of ordering or based on an invoice delivered with the goods and services. Unless otherwise specified elsewhere in this Contract, the City is permitted to make payments to Contractor using any lawful method of payment, including check/warrant, credit card, or electronic funds transfer.
- B. Invoices. Unless City pays by credit card at time of order or point of sale, Contractor will issue to the City a separate invoice for each shipment of materials or provision of services under this Contract, and City will issue no payment prior to receipt of the goods or services and the related invoice. The invoice may not be dated prior to the receipt of goods or completion of services.
- C. Timing of Payments. The City will make commercially reasonable efforts to process payments due under this Contract within 21 calendar days after receipt of materials or services and a correct invoice.
- D. Payment Discounts. Any early- or timely-payment discounts included in Contractor's Offer will apply to all payments under this Contract. The payment period for purposes of determining whether the discount applies to a particular payment will begin on the date the City receives the materials/service or a correct invoice for the materials/service, whichever is later, and will end on the date City's payment is issued. Unless taxes and transportation-related charges are itemized, the discount will be calculated using the full invoice amount.

I.29. PROVISIONS REQUIRED BY LAW

This Contract will be deemed to include every provision required by law to be included. If through mistake or otherwise any such provision is not included, or is included incorrectly, then upon request by either party the parties will amend the Contract to insert or correct the required provision.

I.30. FINANCIAL RECORDS AND AUDITS

- A. Financial Controls and Accounting Records. Contractor will exercise internal controls over all financial transactions related to this Contract in accordance with sound fiscal policies. Contractor will maintain books, records, documents, and other evidence directly pertinent to the performance this Contract in accordance with generally accepted accounting principles and practices consistently applied, and other local, state or federal regulations.
- B. Retention Period. Contractor will maintain those records, together with related or supporting documents and information, at all times during the term of this Contract and for a period of 3 years after its expiration or termination.

- C. Audits. Upon written notice from City, Contractor will obtain and provide to City a contract-specific or general financial audit. The notice from City will specify the period to be covered by the audit, the type of audit and the deadline for completion and submission of the audit results to City. The audit must be performed by a qualified, independent accounting firm and include Contractor's responses, if any, to any audit findings.
- D. Access to Books and Records. The City and its authorized representatives may, with advance written notice to Contractor, during the term of this Contract or thereafter during the above retention period, inspect and audit Contractor's books and records that relate to its operations under this Contract as well as those kept by or under the control of its agents, assigns, successors and subcontractors. The Contractor will, at its expense, make such books and records available for such inspection and audit during normal business hours at Contractor's office, place of business, or other agreed-upon location, or will provide copies by mail or electronically. The City may, as part of its examination, make copies of, or extracts from, all such books and records (in whatever form they may be kept, whether written, electronic, or other).
- E. Result of Audit. If, as a result of such audit, Contractor is liable to the City for the payment of any sum, Contractor will pay such sum to the City together with interest thereon at the rate of one percent (1%) per month from the date such sums should have been paid, or the date of any overpayment by City, within 90 days after presentation of City's findings to Contractor. If the audit results in findings of fraud, misrepresentation, or non-performance, Contractor will pay the City's costs of conducting the audit. The City's audit rights will survive the expiration or termination of this Contract.
- F. Subcontractors and Assigns. Contractor will include these Section H.31 requirements in every agreement with any agent, assign, successor, and subcontractor who provides construction, professional design services, or other goods or services under this Contract.

I.31. RIGHT TO ASSURANCE

If a party to this Contract has reason to question, in good faith, the other party's intent to perform, the former party may demand that the other party give a written assurance of their intent to perform. In the event that a demand is made and no written assurance is given within 5 business days, the demanding party may treat this failure as a default.

I.32. RIGHT TO INSPECT

The City may from time to time during normal business hours, at the City's expense, inspect the Contractor's or any subcontractor's place of business at which work under this Contract is being performed.

I.33. NO WAIVER

No provision in this Contract acts expressly or by implication as a waiver by either party of any existing or future right and/or remedy available at law in the event of any default or breach of contract. If either party fails to insist upon the other's strict performance of any duty or condition under this Contract or fails to exercise or delays in exercising any right or remedy provided in this Contract or by law, or

accepts nonconforming materials or services, that party will not be deemed to have waived its right to insist thereafter upon the strict performance of the Contract.

I.34. SUSPENSION OF WORK

The City may order Contractor to suspend, delay, or interrupt all or any part of the work under this Contract for the period of time that the City determines appropriate for the convenience of the City. The order must be in writing and signed by the City's Business Services Director.

I.35. TERMINATION OF CONTRACT

- A. For Convenience. The City may terminate this Contract at any time, with or without cause, with 30 days' advance written notice to Contractor. If the City terminates the Contract, it will be liable only for payment for services rendered and accepted before the effective date of the termination.
- B. For Cause. The City may terminate this Contract if any Contractor representation or warranty is found to have been inaccurate when made or is no longer accurate, or if Contractor fails to carry out or abide by any term or condition of the Contract and fails to remedy the problem within 10 days after receipt of notice of default from the City for monetary defaults, or within 30 days after notice if the default is non-monetary.
- C. Non-Appropriation. Each payment obligation of the City created by this Contract is conditioned upon the availability of funds that are appropriated or allocated for the payment of such obligation. If funds are not appropriated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will endeavor to notify Contractor if continued service will or may be affected by non-appropriation. No penalty will accrue to the City in the event this provision is exercised, and the City will not be liable for any future payments due or for any damages resulting from termination under this paragraph.

I.36. TITLE AND RISK OF LOSS

The title and risk of loss of any goods provided under this Contract will not pass to the City until the City actually receives the goods at the point of delivery and thereafter accepts them. No tender of a bill of lading will operate as a delivery of the materials.

I.37. ACCEPTANCE

Mere physical receipt and inspection of goods or services by the City does not alter or affect the obligations of Contractor to provide goods and services that conform to all specifications of this Contract and the City may reject goods or services that are later found to be nonconforming.

J. VENDOR QUESTIONNAIRE

J.1. Discounts

As stated in the Instructions to Offerors. Discounts, the price(s) herein can be discounted by _____%, if payment is made within _____ days. These payment terms shall apply to all purchases and to all payment methods.

J.2. City of Tucson Business License

Does your firm have a City of Tucson Business License?

If yes, please provide a copy of your City of Tucson Business license in the next question.

City of Tucson Business License

If yes on the above question please upload your business license.

J.3. Credit Card Payment

Will payment be accepted via commercial credit card?

- Yes
- No

If yes, can commercial payment(s) be made online?

- Yes
- No
- N/A

Will a third party be processing the commercial credit card payment(s)?

- Yes
- No
- N/A

If yes, indicate the percentage per transaction _____ (as allowable, per Section 5.12.2 of the MasterCard Transaction Processing Rules).

If "no" to above, will consideration be given to accept the card?

- Yes
- No
- N/A

J.4. Forms to be filled out

Please ensure that all required information is included with your offer.

- A. Technical Proposal
- B. Pricing Proposal
- C. Offer and Acceptance Form

Technical Proposal

Please upload your Vendor Response to Evaluation Criteria.

Pricing Proposal

Please upload your Pricing Proposal (if applicable).

Offer and Acceptance Form*

Please upload the signed Offer and Acceptance Form.

*Response required

OFFER AND ACCEPTANCE

OFFER

TO THE CITY OF TUCSON:

The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as if fully set forth herein.

For clarification of this offer, contact:

Company Name

Name: _____

Address

Title: _____

City State Zip

Phone: _____

Signature of Person Authorized to Sign

Fax: _____

Printed Name

E-mail: _____

Title

ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. _____.

CITY OF TUCSON, a municipal corporation

Approved as to form:

Awarded:

This _____ day of _____ 20____

This _____ day of _____ 20____

As Tucson City Attorney and not personally
personally

As Director of Business Services and not