



CITY OF PHOENIX

FINANCE DEPARTMENT

INVITATION FOR BID

IFB 19-139 Traffic Paint – Requirements Contract

Tyree Jefferson
Procurement Officer
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Phoenix, AZ 85003
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Date posted on website (5/10/2019):



TABLE OF CONTENTS

CITY OF PHOENIX

SECTION I – INSTRUCTIONS.....4

SECTION II – STANDARD TERMS AND CONDITIONS..... 14

SECTION III – SPECIAL TERMS AND CONDITIONS29

SECTION IV – INSURANCE AND INDEMNIFICATION33

SECTION V – SCOPE.....36

SECTION VI: SUBMITTALS445



SECTION I - INSTRUCTIONS

Please read before continuing to the offer document.

SOLICITATION RESPONSE CHECK LIST

Check off each of the following as the necessary action is completed.

All forms have been completed and signed, including Solicitation Disclosure form.

All Submittals are included.

Reviewed and verified prices offered.

Checked price extensions and totals.

Included any required drawings or descriptive literature.

If required, checked and included the amount of the offer surety.

Reviewed the insurance requirements, if any, to assure compliance.

Included the specified number of copies of the offer as indicated in Submittal section.

Included signed addenda, if any.

Addressed the mailing envelope to the Procurement Officer on the solicitation front page, at the address listed.

The mailing envelope clearly shows your company name and address, the solicitation number, and the offer opening date.

Mailed the response in time – City must receive offers no later than the date and time indicated in the Schedule of Events or addenda.



SECTION I - INSTRUCTIONS

SECTION I – INSTRUCTIONS

The City of Phoenix invites sealed offers for Traffic Paint -Requirements Contract for a five-year period.

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 of any of the following:

- reaching the end of the term and any extensions exercised as set forth above;
- payment of the maximum authorized compensation under this Agreement; or
- termination pursuant to the provisions of this Agreement.

1. CITY’S VENDOR SELF-REGISTRATION AND NOTIFICATION: Vendors must be registered in the City’s eProcurement Self-Registration System at <https://www.phoenix.gov/financesite/Pages/EProc-help.aspx> in order to receive solicitation notices, respond to solicitations and access procurement information. The City may, at its sole discretion, reject any offer from an Offeror who has not registered in the City’s eProcurement system.

2. SCHEDULE OF EVENTS:

ACTIVITY (All times are local Phoenix time)	DATE
Solicitation Issue Date	May 10, 2019 at 2:00 pm
Written Inquiries Due Date	May 17, 2019 at 2:00 pm
Offer Due Date	May 24, 2019 at 2:00 pm
Offer Submittal Location	251 W. Washington Street, 8th Floor Phoenix, AZ 85003

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

3. OBTAINING A COPY OF THE SOLICITATION AND ADDENDA: Interested Offerors may download the complete solicitation and addenda from <https://www.phoenix.gov/solicitations>. Internet access is available at all public libraries. Any interested offerors without internet access may obtain this



SECTION I - INSTRUCTIONS

solicitation by calling the Procurement Officer or picking up a copy during regular business hours at the City of Phoenix Finance Department, Procurement Division, 251 W. Washington St 8th Fl, Phoenix, AZ. It is the Offeror's responsibility to check the website and verify all required information is submitted with their offer.

4. PREPARATION OF OFFER:

- 4.1. All forms provided in Submittal Section must be completed and submitted with the offer. The signed and completed Solicitation Disclosure form must be included or your offer may be deemed non-responsive.
- 4.2. 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.
- 4.3. All time periods stated as a number of days will be calendar days.
- 4.4. 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:
 - 4.4.1. Consider applicable laws and/or economic conditions that may affect cost, progress, performance, or furnishing of the products or services.
 - 4.4.2. Study and carefully correlate Offeror's knowledge and observations with the solicitation and other related data.
 - 4.4.3. Promptly notify the City of all conflicts, errors, ambiguities, or discrepancies that Offeror has discovered in or between the solicitation and other related documents.
 - 4.4.4. 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.



SECTION I - INSTRUCTIONS

- 4.4.5. 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.
- 4.4.6. 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.
- 4.4.7. 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.

5. EXCEPTIONS: Offeror must not take any exceptions to any terms, conditions or material requirements of this solicitation. Offers submitted with exceptions will be deemed non-responsive and disqualified from further consideration. Offerors must conform to all of the requirements specified in the solicitation. The City encourages Offerors to send inquiries to the procurement officer rather than including exceptions in their Offer.

6. 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 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.

7. ADDENDA: The City of Phoenix will not be responsible for any oral instructions made by any employees or officers of the City of Phoenix in regard to the offering



SECTION I - INSTRUCTIONS

instructions, plans, drawings, specifications, or contract documents. Any changes to the plans, drawings and specifications 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.

- 8. BUSINESS IN ARIZONA:** The City will not enter into contracts with foreign corporations not granted authority to transact business, or not in good standing in the state of Arizona, with the Arizona Corporation Commission.
- 9. 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.
- 10. CERTIFICATION:** By signature in the offer section of the Offer and Acceptance page, 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.
- 11. 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.

Offers must be submitted in a sealed envelope and the following information should be noted on the outside of the envelope:

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

All offers must be completed in ink or typewritten. Include the number of copies that are required as indicated in the Submittal section.



SECTION I - INSTRUCTIONS

12. 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.

13. 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 will 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://www.phoenix.gov/solicitations> within five calendar days of the offer opening. The City will post the information on the preliminary tabulation as it was read during the offer opening. The City makes no guarantee as to the accuracy of any information on the preliminary tabulation. Once the City has evaluated the offers, the City will post an award recommendation on the website. The City will not provide any further notification to unsuccessful Offerors.

14. 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 contained in this solicitation and who have demonstrated the ability to perform the required service in an acceptable manner.

14.1. Factors that will be considered by the City include:

- Technical capability of the Offeror to accomplish the scope of work required in the Solicitation. This includes performance history on past and current government or industrial contracts; and,
- Demonstrated availability of the necessary manpower (both supervisory and operational personnel) and necessary equipment to accomplish the scope of work in the Solicitation; and,
- Vendor history of performance and termination for convenience or cause.

14.2. 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.

14.3. 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



SECTION I - INSTRUCTIONS

solicitation. Offers do not become contracts until the Deputy Finance Director or Department Director executes and City Clerk records. 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.

15. SOLICITATION TRANSPARENCY POLICY:

- 15.1.** 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.
- 15.2.** 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, except the procurement officer.
- 15.3.** 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.
- 15.4.** 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)



SECTION I - INSTRUCTIONS

to the proposal review panel or selecting authority must be provided in writing to all prospective Offerors.

- 15.5.** 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. **PROPOSERS THAT VIOLATE THIS POLICY SHALL BE DISQUALIFIED.** After official Notice is received by the City for disqualification, the Proposer may follow the Protest process, unless the Solicitation is cancelled without notice of intent to re-issue.
- 15.6.** “To discuss” means any contact by the proposer, regardless of whether the City responds to the contact. Offerors that violate this policy shall 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.

16. PROTEST PROCESS:

- 16.1.** 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.
- 16.2.** 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.
- 16.3.** 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.
- 16.4.** Offeror may protest an award recommendation if the Offeror can establish that it had a substantial chance of being awarded the contract



SECTION I - INSTRUCTIONS

and will be harmed by the recommended award. The City will post recommendations to award the contract(s) to a particular Offeror on the City's website. Offeror must submit award protests within seven days after the posting of the award recommendation within the City's full and final discretion.

16.5. 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.

16.6. The Procurement Officer will render a written decision within a reasonable period of time 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.

17. 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



SECTION I - INSTRUCTIONS

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.

18. 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.

19. 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 Offeror 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.

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

21. EQUAL LOW OFFER: Contract award will be made by putting the names of the tied vendors 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.

22. DETERMINING RESPONSIVENESS AND RESPONSIBILITY: Offers will be reviewed for documentation of minimum qualifications, 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 (as the case may be) will render an Offer nonresponsive.



SECTION I - INSTRUCTIONS

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.



SECTION II – STANDARD TERMS AND CONDITIONS

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1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION:

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

“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 Offeror, and responsible for monitoring and overseeing the Offeror’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 Offeror.

“Days” Means calendar days unless otherwise specified.

“Deputy Finance Director” or “Department Director” 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



SECTION II – STANDARD TERMS AND CONDITIONS

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 Offeror, employer means the independent Offeror and does not mean the person or organization that uses contract labor. (A.R.S. 23-211).

“Offer”	Means a response from a supplier, Offeror or service provider to a solicitation request that, if awarded, binds the supplier, Offeror 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), 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.

2. CONTRACT INTERPRETATION:

2.1. 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.

2.2. 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:

- Special terms and conditions
- Standard terms and conditions
- Amendments
- Statement or scope of work



SECTION II – STANDARD TERMS AND CONDITIONS

- Specifications
- Attachments
- Submittals
- Exhibits
- Instructions to Offerors
- Other documents referenced or included in the Invitation for Offer

- 2.3. 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.
- 2.4. 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.
- 2.5. 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.
- 2.6. 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



SECTION II – STANDARD TERMS AND CONDITIONS

accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

3. CONTRACT ADMINISTRATION AND OPERATION:

3.1. 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 three years after completion of the contract. Such records will be produced at a City of Phoenix office as designated by the City.

3.2. CONFIDENTIALITY AND DATA SECURITY:

3.2.1. All data, regardless of form, including originals, images and reproductions, prepared by, obtained by, or transmitted to Contractor in connection with this Agreement is confidential, proprietary information owned by the City, unless otherwise agreed upon within this Agreement. Except as specifically provided in this Agreement, the Contractor shall not disclose data generated in the performance of the service to any third person without the prior written consent of the City Manager or his/her designee.

3.2.2. Contractor agrees to abide by all current applicable legal and industry data security and privacy requirements and to notify the City immediately if the scope of work changes or personal identifying information or information subject to Payment Card Industry Standards becomes part of the Agreement.

3.2.3. Contractor agrees to comply with all City information security and technology policies, standards, and procedures when accessing City networks and computerized systems whether onsite or remotely.

3.2.4. A violation of this Section may result in immediate termination of this Agreement without notice.

3.2.5. The obligations of Contractor under this section will survive the termination of this Agreement.

3.3. DISCRIMINATION PROHIBITED: Contractor agrees to abide by the provisions of the Phoenix City Code Chapter 18, Article V as amended.

3.3.1. 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



SECTION II – STANDARD TERMS AND CONDITIONS

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.

3.4. 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.

3.4.1. For a Contractor with 35 employees or fewer: Contractor in performing under this Agreement 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 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 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 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.

3.4.2. For a Contractor with more than 35 employees: Contractor in performing under this Agreement 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



SECTION II – STANDARD TERMS AND CONDITIONS

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 will 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 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 will ensure that applicants are employed, and employees are dealt with during employment without regard to their sexual orientation or gender identity or expression.

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

3.4.4. 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.

3.5. 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:

3.5.1. 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.



SECTION II – STANDARD TERMS AND CONDITIONS

- 3.5.2. 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.
- 3.5.3. 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.

3.6. 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:

- 3.6.1. Environmental, safety and health regulatory compliance documents (written safety programs, training records, permits, etc.) applicable to services provided by the Contractor in this contract.
- 3.6.2. 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.

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).

3.7. 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.

3.8. 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



SECTION II – STANDARD TERMS AND CONDITIONS

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.

3.9. NO ISRAEL BOYCOTT: By entering into this contract, the Contractor certifies that they are not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel.

3.10. 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.

3.11. 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. COSTS AND PAYMENTS:

4.1. 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.

4.2. 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.

4.3. 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.



SECTION II – STANDARD TERMS AND CONDITIONS

- 4.4. 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.
- 4.5. NO ADVANCE PAYMENTS:** Advance payments are not authorized. Payment will be made only for actual services or commodities that have been received.
- 4.6. FUND APPROPRIATION CONTINGENCY:** The Vendor 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 Vendor 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.
- 4.7. 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. 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.

5. CONTRACT CHANGES:

- 5.1. 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 will be considered as unofficial information and in no way binding upon the City or the Contractor. All agreements will be in writing and contract changes will be by written amendment signed by both parties.
- 5.2. 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



SECTION II – STANDARD TERMS AND CONDITIONS

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.

5.3. 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.

6. RISK OF LOSS AND LIABILITY:

6.1. 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.

6.2. 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.

6.3. 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.



SECTION II – STANDARD TERMS AND CONDITIONS

6.4. 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.

6.5. 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.

6.6. 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.

7. CITY'S CONTRACTUAL RIGHTS:

7.1. RIGHT OF ASSURANCE: 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.

7.2. NON-EXCLUSIVE REMEDIES: The rights and remedies of the City under this Contract are non-exclusive.



SECTION II – STANDARD TERMS AND CONDITIONS

- 7.3. 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.
- 7.4. 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.
- 7.5. 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 Offer and/or performance bond, or (3) a combination of the aforementioned remedies or other remedies as provided by law.
- 7.6. 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.
- 7.7. 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.
- 7.8. 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 that all materials prepared under this contract are "works for hire" within the meaning of the copyright laws of the United States and assigns to City all rights and interests Contractor may have in the materials it prepares under this contract, including any right to derivative use of the material.



SECTION II – STANDARD TERMS AND CONDITIONS

8. CONTRACT TERMINATION:

8.1. 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.

8.2. CONDITIONS AND CAUSES FOR TERMINATION:

8.2.1 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.

8.2.2 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 fails to



SECTION II – STANDARD TERMS AND CONDITIONS

give the City a positive indication that Contractor will or can perform to the requirements of the contract.

8.3. 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.

9. STATE AND LOCAL TRANSACTION PRIVILEGE TAXES: In accordance with applicable state and local law, transaction privilege taxes may be applicable to this transaction. The state and local transaction privilege (sales) tax burden is on the person who is conducting business in Arizona and the City of Phoenix. The legal liability to remit the tax is on the person conducting business in Arizona. 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 bid. You may also find information at <https://www.phoenix.gov/finance/plt> or <https://www.azdor.gov/Business.aspx>. Once your bid 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 agrees to remit any overpayments back to the City for miscalculations on taxes included in a bid price.

10. TAX INDEMNIFICATION: Contractor will, and require the same of all subcontractors, pay all federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor will, and require the same of all subcontractors, 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.

11. TAX RESPONSIBILITY QUALIFICATION: Contractor may be required to establish, to the satisfaction of City, that any and all fees and taxes due to the City or the State of Arizona for any License or Transaction Privilege taxes, Use taxes or similar excise taxes, are currently paid (except for matters under legal protest). Contractor agrees to a waiver of the confidentiality provisions contained in the City Finance Code and any similar confidentiality provisions contained in Arizona statutes relative to State Transaction Privilege Taxes or Use Taxes. Contractor agrees to provide written authorization to the City Finance Department and to the



SECTION II – STANDARD TERMS AND CONDITIONS

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.



SECTION III – SPECIAL TERMS AND CONDITIONS

SECTION III – SPECIAL TERMS AND CONDITIONS

1. **FREE ON BOARD (FOB) DELIVERED:** Prices quoted will be FOB destination and delivered, as required, to the following point(s):

City of Phoenix Street Transportation Department Sign and Marking Shop
4035 W. Glenrosa Avenue, Phoenix, Arizona 85019

2. **PRICE:** All prices submitted will be firm and fixed for the initial 2 year(s) of the contract period. Thereafter, price adjustments will be considered annually provided the adjustments are submitted in writing 30 calendar days in advance of requested adjustment. Requests will be accompanied with written documentation from the manufacturer confirming the price increase. The City will be the sole judge in determining the allowable increase amount. Price adjustment requests will be sent to the Procurement Officer and should reference the solicitation or contract number. Price increases agreed to by any staff other than Deputy Finance Director or Department Director are invalid. The Contractor acknowledges and agrees that it will repay all monies paid as a result of a requested price increase that were received prior to the City's written acceptance of the increase. Price increases are not valid unless specifically approved in writing by the Deputy Finance Director or Department Director.
3. **METHOD OF ORDERING (PURCHASE ORDERS):** Contractor will deliver items and/or services only upon receipt of a written purchase order issued by the Department. All Contractor invoices and packing/delivery tickets must include the City of Phoenix purchase order number.
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.
 - Invoice number and date.
 - Requesting department name and "ship-to" address.
 - Payment terms.
 - FOB terms.
 - Remit to address
5. **METHOD OF PAYMENT:** Payment to be made from Contractor's invoice, and a copy of the signed delivery invoices submitted to cover items received and accepted during the billing period.



SECTION III – SPECIAL TERMS AND CONDITIONS

6. **COOPERATIVE AGREEMENT:** The City reserves the right to use this contract Citywide – other departments may use this contract upon both parties signing an amendment. In addition to the City and with approval of the Contractor, this contract may be extended for use by other municipalities and government agencies of the State of Arizona.

A current listing of eligible entities may be found at [S.A.V.E. | Maricopa County, AZ](#) and then click on Contracts, “S.A.V.E.” listing and “ICPA”. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City shall not be responsible for any disputes arising out of transactions made by other public entities who utilize this Agreement.

7. **VENDOR PROFILE CHANGES:** It is the responsibility of the Contractor to promptly update their profile in [procurePHX](#). 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.
8. **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.
9. **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 thirty 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 Department Director or delegate prior to the institution of the change.
10. **LICENSES AND PERMITS:** Contractor will keep current Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this contract.



SECTION III – SPECIAL TERMS AND CONDITIONS

11. **ADVERTISING:** Contractor will not advertise or publish news releases concerning this contract without the prior written consent of the Department Director, and the City will not unreasonably withhold permission.
12. **EXCLUSIVE POSSESSION:** All services, information, computer program elements, reports, and other deliverables which may be created under this contract are the sole property of the City of Phoenix and will not be used or released by the Contractor or any other person except with prior written permission by the City.
13. **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 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, except that the estimated quantity shown for each bid item shall not be exceeded by 10 percent without the express written approval of the Deputy Finance Director, Procurement Division or delegate. Any demand or order made by any employee or officer of the City of Phoenix, other than the Deputy Finance Director, Procurement Division or designated representative, for quantities in excess of the estimated quantities and dollar amounts shall be void if the written approval of the Deputy Finance Director or delegate was not received prior to the Contractor's performance.
14. **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:
 - 14.1. A formal announcement from the manufacturer that the product or model has been discontinued.
 - 14.2. Documentation from the manufacturer that names the replacement product or model.
 - 14.3. Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original solicitation.
 - 14.4. 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.
 - 14.5. Documentation from the manufacturer confirming the price for the replacement item.



SECTION III – SPECIAL TERMS AND CONDITIONS

The Deputy Finance Director or Department Director will be the sole judge in determining the allowable substitute, new product or model change for discontinued item.

15. **DELIVERY TIME** - All deliveries will be made between the hours of 8:00 a.m. and 5:00 p.m., local time, Monday through Friday, excluding City holidays.



SECTION IV – INSURANCE AND INDEMNIFICATION

1. INDEMNIFICATION:

Vendor (Indemnitor) must indemnify, defend, save and hold harmless the City of Phoenix and its officers, officials, agents, and employees (“Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys’ fees, and costs of claim processing, investigation and litigation) (“Claims”) caused, or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of Vendor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any Claims arising out of or recovered under the Workers’ Compensation Law or arising out of the failure of Vendor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. Vendor must indemnify Indemnitee from and against any and all Claims, except those arising solely from Indemnitee’s own negligent or willful acts or omissions. Vendor will be responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Contract, Vendor waives all rights of subrogation against Indemnitee for losses arising from the work performed by Vendor for the City. The obligations of Vendor under this provision survive the termination or expiration of this Contract.

2. INSURANCE REQUIREMENTS:

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 of their obligations have been discharged, including any warranty periods under this Contract.

These insurance requirements are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The City in no way warrants that the minimum limits stated in this section are sufficient to protect the Vendor from liabilities that might arise out of the purchase and use of the commodities sold under this Contract by the Vendor, his agents, representatives, employees or subcontractors and Vendor is free to purchase such additional insurance as may be determined necessary.

- 2.1. **MINIMUM 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 minimum liability requirements provided that the coverage is written on a “following form” basis.



SECTION IV – INSURANCE AND INDEMNIFICATION

CITY OF PHOENIX

2.1.1. Commercial General Liability – Occurrence Form

Policy must include bodily injury, property damage and broad form contractual liability coverage.

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

2.1.2. 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
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2.1.3. 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 or subcontractor is exempt under A.R.S. §23-902(E), **AND** when such vendor or subcontractor executes the appropriate sole proprietor waiver form.

3. ADDITIONAL INSURANCE REQUIREMENTS: The policies are to contain, or be endorsed to contain, the following provisions:

- The Vendor’s insurance coverage must be primary insurance and non-contributory with respect to all other available sources.

4. NOTICE OF CANCELLATION: For each insurance policy required by the insurance provisions of this Contract, the Vendor must provide to the City, within 2 business days of receipt, a notice if a policy is suspended, voided or cancelled for any reason. Such notice must be mailed, emailed, hand delivered or sent by facsimile transmission to **(ATTN: Tyree Jefferson, Finance Department, Procurement Division, 251 W. Washington St., 8th Floor, Phoenix, Arizona 85003).**



SECTION IV – INSURANCE AND INDEMNIFICATION

CITY OF PHOENIX

5. **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 above-required minimum insurer rating is sufficient to protect the Vendor from potential insurer insolvency.
6. **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 **(Tyree Jefferson, Finance Department, Procurement Division, 251 W. Washington St., 8th Floor, Phoenix, Arizona 85003)**. The City project/contract number and project description are to be noted on the certificate of insurance. The City reserves the right to require complete, certified 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. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract must have prior approval from the City of Phoenix Law Department, whose decision is final. Such action will not require a formal contract amendment, but may be made by administrative action.

**SECTION V – SCOPE OF WORK****CITY OF PHOENIX****SECTION V – SCOPE****1. SCOPE OF WORK**

For the supply of traffic paint on an as-needed basis, for a five-year contract period beginning on or about September 15, 2019. Paint purchased from this contract will be applied on the City of Phoenix’s streets. The estimated quantities required for this contract are as follows:

Item Number	Estimated Annual Quantity	Description
1	60 Each	White, High Build acrylic water-born pavement marking paint, 250 Gallon Cylinder Stainless Steel Totes
2	150 Each	White, High Build acrylic water-born pavement marking paint, 250 Gallon High Density Polyethylene IBC Totes
3	450 Each	White, High Build acrylic water-born pavement marking paint, 5 Gallon Lidded High Density Polyethylene Pails
4	60 Each	Yellow, High Build acrylic water-born pavement marking paint, 250 Gallon Cylinder Stainless Steel Totes
5	150 Each	Yellow, High Build acrylic water-born pavement marking paint, 250 Gallon High Density Polyethylene IBC Totes
6	300 Each	Yellow, High Build acrylic water-born pavement marking paint, 5 Gallon Lidded High Density Polyethylene Pails
7	150 Each	Black, Traffic acrylic water-born pavement marking paint, 5 Gallon Lidded High Density Polyethylene Pails
8	320 Each	Green Traffic/Bike Lane acrylic water-born pavement marking paint, 5 Gallon Lidded High Density Polyethylene Pails
9	60 Each	Red, High Build acrylic water-born pavement marking paint, 5 Gallon Lidded High Density Polyethylene Pails
10	25 Each	Blue, High Build acrylic water-born pavement marking paint, 5 Gallon Lidded High Density Polyethylene Pail
11	25 Each	Industrial Green, High Build acrylic water-born pavement marking paint, 5 Gallon Lidded High Density Polyethylene Pail



SECTION V – SCOPE OF WORK

CITY OF PHOENIX

12	100 Each	All Other Colors, High Build acrylic water-born pavement marking paint, 5 Gallon Lidded High Density Polyethylene Pail
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2. GENERAL

- 2.1. This paint will be used on City roadways.
- 2.2. All material used in the formulation of the pavement marking paint shall meet the requirements herein specified. Any materials not specifically covered shall meet the approval of the Engineer.
- 2.3. The pavement marking paint shall be a High Build acrylic waterborne pavement marking paint that is fast-drying, water-based, acrylic resin-type paint capable of withstanding air and roadway temperatures without bleeding, staining, discoloring or deforming. It also shall be ready-mixed, one component, water-borne lead-free traffic line paint, of the correct color, to be applied to either asphaltic or Portland Cement.
- 2.4. All manufactured paint shall be prepared at the factory ready for application. Paint shall be of a consistency convenient for application at high-than-normal pavement temperatures up to approximately 140 degrees Fahrenheit.
- 2.5. The paint shall dry with a tough flexible adherent film that will not crack, chip, discolor, or fade excessively with exposure to high temperature and sunlight.
- 2.6. The acrylic emulsion polymer used in the manufacture of the paint shall be Rohm and Haas Company Rhoplex Fastrack HD-21A resin technology. A listing of the resin and pigment products which appear to be compatible to the requirements are as follows:
 - Rohm and Haas Rhoplex Fastrack HD-21A
 - Dow Chemical DT 400NA
 - Rohn and Hass Rhoplex Fastrack 3427
 - Dow Chemical DT 300MA
 - Rohm and Haas Rhoplex Fastrack 2706
 - Dow Chemical DT 211NA
 - Or equivalent fast dry traffic paint resin product that can be proven to match the function and performance of the listed products.
- 2.7. The design of the green paint for bike lanes shall following Federal design requirements including the following:



SECTION V – SCOPE OF WORK

CITY OF PHOENIX

- a. The daytime chromaticity coordinates for the color used for green colored pavement shall be as follows:

1	2	3	4
x	y	x	y
0.230	0.754	0.266	0.500
0.367	0.500	0.444	0.555

The daytime luminance factor (Y) shall be at least 7, but no more than 35.

- b. The nighttime chromaticity coordinates for the color used for green colored pavement shall be as follows:

1	2	3	4
x	y	x	y
0.230	0.754	0.336	0.540
0.450	0.500	0.479	0.520

- 2.8. Certificates of Compliance conforming to the requirements of Arizona State Department of Transportation Standard Specifications for Road and Bridge Construction 2000 edition, section 106-05 shall be submitted for each lot or batch of paint prior to its use.

3. COMPOSITION REQUIREMENTS

- 3.1. The marking paint shall be a pigmented water-borne paint containing all the necessary co-solvents, dispersant, wetting agents, preservatives and all other additives, so that the paint shall retain its viscosity, stability and all of the properties as specified herein. The dried paint film shall be capable of maintaining original dimensions and placement without chipping, spalling or cracking. The dry paint film shall not deteriorate from contact with the normal roadway chemicals or materials. The manufacturer shall certify that the product does not contain mercury, lead, hexavalent chromium, toluene, chlorinated solvents, hydrolyzable chlorine derivatives, ethylene-based glycol ethers and their acetates, and not any carcinogen, as defined in 29 CFR 1910.1200.
- 3.2. The volatile content of the finished paint shall contain less than 150 grams of volatile organic matter per liter in accordance with ASTM 3960.
- 3.3. No glass beads will be allowed in the pavement marking paint. Glass beads will be applied after the paint has been applied.

4. MANUFACTURING FORMULATIONS

- 4.1. The manufacturer shall formulate the pavement marking paint in a consistent manner and notify the Engineer of any change of formulation. The formulation of the paint shall be determined by the manufacturer. It will be the manufacturer's responsibility to formulate paint which will meet the quantitative and qualitative requirements of this specification. Any change in the formulation of the paint must be approved by the Engineer.



SECTION V – SCOPE OF WORK

CITY OF PHOENIX

5. MATERIALS

- 5.1. The raw materials for use in the paint formula shall conform to the specifications designated by the Federal serial number or paint materials code number hereinafter specified. Subsequent amendments to the specifications quoted shall apply to all raw materials and finished products.
- 5.2. The vehicle portion of the paint specified shall, in addition to complying with specifications/regulations, comply with all air pollution control rules and regulations within the State of Arizona in effect at the time of paint manufacture.
- 5.3. Pigment suspension properties shall remain in satisfactory condition for twelve months after delivery and acceptance by the department representative or designee. Vendor will be responsible for all costs and transportation charges incurred in replacing paint that is unfit for use. Contractor agrees to replace defective product within fifteen (15) calendar days of notification by the City.

6. PACKAGING/LABELING

- 6.1. All shipping containers must comply with the Department of Transportation Code of Federal Regulations, Hazardous material Regulations Board, Reference 49CFR. The containers and lids must be lined with a suitable coating so as to prevent attack by the paint or by agents in the air space above the paint.
- 6.2. All containers shall be properly sealed with suitable gaskets and shall show no evidence of leakage and shall remain in satisfactory condition for a period of twelve (12) months of delivery. Vendor will be responsible for all costs and transportation charges incurred in replacing paint and containers.
- 6.3. Precautions concerning the handling and the application of paint shall be shown on the label of the paint container in accordance with the Construction and General Industry Safety orders of the Division of Industrial Safety, Department of Industrial Relations of the State of Arizona.
- 6.4. The five (5) gallon paint containers shall be packaged in new, sufficiently sealed plastic five (5) gallon containers, which conform to interstate commerce shipping standards. The two hundred and fifty (250) gallon containers with removable lids and air-tight pan fasteners may be new or reconditioned, but must meet all interstate commerce shipping standards and be sufficiently sealed. The lining of the container shall be of such character as to resist the solvent of this paint and not permit skins being loosened into the body of the paint. Each container shall be labeled with paint color and/or type, the manufacturer's name, formula number, batch number and the date of manufacture.



SECTION V – SCOPE OF WORK

CITY OF PHOENIX

6.5. The Stainless Steel totes shall have the following requirements:

- Totes shall be cylinder shaped with welded seams.
- All wetted parts shall be a minimum of 304 stainless alloy, with tote inner skin to be a minimum of ten (10) gage sheet thickness.
- Tote shall be sloped toward the two-inch stainless steel outlet. Outlet shall include a two-inch stainless steel full port ball valve and a two inch male camlock style quick connect fitting.
- Tote shall be fitted with one (1) pressure vent, one (1) vacuum vent and a top opening shall be a minimum of 23 inches.
- Each tote shall have markings as required by CFR 49 Part 178.703.

7. SPECIFICATIONS

- 7.1. Paint quality and performance shall conform to Federal Specification TTP – 1952E, Type III or the latest revision.
- 7.2. In any cases where the Federal specification conflicts with the requirements of the Street Transportation Department’s bid, the Federal Specification shall rule. Bidders are responsible for obtaining the latest version of this Federal Specification. This specification is to be used as a bench mark for minimum quality and performance. The City may use any method necessary, including tests not mentioned in the specification, to ensure products offered meet the minimum requirements.
- 7.3. Composition: The composition of the paint shall be determined by the manufacturer. It will be the manufacturer’s responsibility to produce a water-based traffic paint containing all the necessary ingredients to conform to all the properties as specified herein.
- 7.4. Pigment: The pigment portion shall be a combination of prime and extender pigments as required to produce traffic paint meeting the color and other requirements of the finished product for white and yellow paint as listed in this specification. A high grade pigment is required. The percent pigment by weight of the finished product shall not be less than 60.0%
- 7.5. Vehicle: The non-volatile portion of the vehicle for all types shall be composed of a 100% acrylic polymer as determined by infrared spectral analysis. The acrylic resin used for Type III shall be a 100% cross-linking acrylic as evidenced by infrared peaks at wavelengths 1568, 1624, and 1672 cm⁻¹ with intensities equal to those produced by an acrylic resin known to be 100% cross-linking.
- 7.6. Volatile Organic Compound: The manufacturer shall certify that the finished product does not contain mercury, lead, toluene, ethylene-based glycol ethers



SECTION V – SCOPE OF WORK

CITY OF PHOENIX

and their acetates, hexavalent chromium, chlorinated solvents, hydrolysable chlorine derivatives nor any carcinogens as defined in 29 CFR 1920.1200. When tested per Federal Specification TTP 1952E Type III, the lead content shall not exceed 0.06 percent by weight of the dry film and the test for chromium shall be negative.

CHARACTERISTICS/QUANTITATIVE REQUIREMENTS OF FINISHED PAINT

Characteristics	Min	Max
Consistency	80	90
Volatile organic content (VOC), grams/liter	--	150
Solids by volume	60	--
Yellow or white	58	--
Other colors	--	--
Pigment, percent by weight	60	62
Dry opacity – white and colors	0.92	
Black	1.00	
Directional reflectance of white paint, percent	85	
Drying time for no pick up, min.	--	10
Fineness of dispersion, Hegman	3	--
Heat-shear stability, consistency, KU	68	105
Bleeding ratio	0.95	--

7.7. Dry to No Pic Up: The paint shall dry to a no pick-up condition under traffic when applied at 15+ 1 mil wet film thickness in ten minutes, maximum when applied at ambient temperatures, with eight (8) pounds of glass beads per gallon of paint.

Reflectance

Yellow White

Lensta Chart, Form 2C, 8 mils wet, green Tristimulus filter 50-59 min. 85 min. Flexibility: The paint shall show no cracking or flaking when tested in accordance with TTP 1952E Type III. In this process, the test panel is bent 180 degrees over a 13mm (1/2”) mandrel.

7.8. Water Resistance: The paint shall conform to the requirements of Federal Specification TTP – 1952E, Type III. There shall be no blistering, loss of adhesion, softening, or other deterioration on examination.

7.9. Freeze-Thaw Stability: The paint shall show no coagulation or change in consistency greater than ten (1) Kreb Units when tested in accordance with ASTM D2243. Three cycles minimum.

7.10.Heat Stability: The paint shall show no coagulation, gelling, discoloration or



SECTION V – SCOPE OF WORK

CITY OF PHOENIX

change in consistency greater than ten (10) Krebs Units when tested in accordance with TTP 1952E, Type III.

7.11.Storage Stability: After thirty (30) days, storage in three-quarter or more filled closed containers, the paint shall show no cracking that cannot be readily remixed to a smooth homogeneous state: no skinning, leveraging, curdling, or hard-settling and no signs of biological growth. The viscosity shall not change more than ten (10) Krebs Units from the viscosity of the original sample.

7.12.Dry Opacity: The minimum contrast ratio shall be 0.9 for whites and colors and 1,00 for black, when applied at a wet film thickness of 0.13mm (0.005 in.) mils on 2C Lensta Chart or acceptable alternate and air dried for twenty-four (24) hours.

7.13.Bleeding: The paint shall have a minimum bleeding ratio of 0.95 when tested in accordance with Federal Specification TTP 1952E, Type III

7.14.Scrub Resistance: The paint shall pass a minimum of five hundred (500) cycles when tested in accordance with ASTM D2486, five mils wet, cure 24 hours at 77 degrees Fahrenheit + 40-55% relative humidity.

Dry Through (early Washout); Draw down the paint on a glass panel to a thickness of 0.33mm (0.013 in). Immediately place in humidity chamber and maintain it at 23 degrees Celsius/72.5 degrees Fahrenheit + degrees Celsius/Fahrenheit and 90% + 3 relative humidity shall have a dry through time of 90-120 minutes, when tested in accordance with ASTM D1640, except that the pressure exerted will be the minimum needed to maintain contact with the thumb and film.

7.15.Heat-Shear Stability:

Viscosity, KU

White
72-105

Yellow
72-105

One pint of the paint is sheared in a warning blender at high speed to 65 degrees Celsius/150 degrees Fahrenheit. Blender should have a tight-fitting lid and be taped to minimize volatile loss. When paint reaches 65 degrees Celsius/150 degrees Fahrenheit, stop the blender and immediately can and apply cover. Let cool overnight (12 hours) and examine for gelling or other signs of instability. Measure viscosity at 77 + degrees Fahrenheit with Stormer Viscometer.

7.16.Cracking of Paint Film: The dry film shall show no cracks when examined after drying for 24 hours. The film shall be cast with a 15 mils draw down blade on 15-pound asphalt saturated felt.



8. BATCH CERTIFICATION

Each batch will be sampled at the point of manufacture prior to shipment. In no instance, will any shipment of paint be accepted unless the batch has previously been tested and approved by the manufacturer. Each batch shall be identified with an individual batch number and date of manufacture. The manufacturer shall supply written certification with each batch that all paint meets the required specifications.

9. SOLVENTS

The Bidder shall furnish the name and numbers of appropriate solvents for pigmented binder, indicating the sources.

10. MANUFACTURE DATE

Paint delivered to the city shall not have been manufactured more than thirty (30) days prior to delivery. Production records are to be made available if requested.

11. ORDER QUANTITY

A minimum of 500 gallons will be ordered at a time. Orders shall be delivered to the City within thirty (30) calendar days after receipt of order. Repeated failure to deliver within thirty (30) calendar days will be grounds for cancellation of contract. The minimum quantity shall include any combination of the indicated packaging.

12. RETURNABLE CONTAINERS

All drums shall be supplied as returnable containers and deposit charges will not be authorized. All charges associated with freight, loading, palletizing and return to the point of origin of totes, will be paid by the Contactor. Contractor will be required to remove all totes, meeting Federal requirements for empty containers, within fifteen (15) calendar days, from the date notified by the Department Representative. Any barrels/drums/totes not removed within fifteen (15) calendar days, will be disposed of by the department representative, and all charges associated will be billed to Contractor. **When ordering quantities of 12 or more totes, empty totes MUST be picked up at time of delivery.** Delivery receipt and materials invoice must reference the number of empty containers returned at the time of delivery or pick-up.

13. QUALITY STANDARDS OF MATERIAL AND SERVICES:

If desired by the department representative or designee, items/services bid shall be subject to testing, dissection or analysis by a recognized testing laboratory or consultant selected by the department representative to determine that the material(s) submitted for bid conform to the bid specifications. The cost of testing, dissection or analysis shall be borne by the bidder.

14. FIELD QUALITY OF PAINT:

14.1. The manufacturer shall make immediate corrective adjustments to the paint formulation if the supplied paint:

- Contains thick skins, lumps, or coarse particles in the shipping containers
- Exhibits severe settling or separation in the shipping containers



SECTION V – SCOPE OF WORK

CITY OF PHOENIX

- Cannot be easily pumped from the shipping containers into the paint tanks on the striping equipment
- Is clogging any component of the striping truck pumping, heating, or spraying system on a regular basis
- Cannot be sprayed properly through mobile, long line striping equipment or is not reaching a suitable no-track condition after field application



SECTION VI – SUBMITTALS

CITY OF PHOENIX

SECTION VI - SUBMITTALS

1. **COPIES:** Please submit one original, 1 copy, and one electronic copy (portable drive or CD) of the Submittal Section 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 bid opening date and is irrevocable unless it is in the City's best interest to do so.

2. **OPTION FOR ADDITIONAL QUANTITIES AND PRODUCTS:** The City anticipates considerable activity under the resultant contract(s). However, no guarantee can be made as to actual items and quantities, that will be purchased under this contract. The City reserves the right to add, change or delete quantities or items as circumstances may require.

3. **COSTS AND PAYMENTS:**
 - 3.1 **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 _____% - 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.

Offeror Name: _____

**SECTION VI – SUBMITTALS****CITY OF PHOENIX****4. BID PRICE SCHEDULE****ALL OR NONE**

Item No.	Description	Estimated Annual Quantity	Delivery Calendar Days ARO	Unit Price Excluding Tax	Total Price Excluding Tax
1	White, High Build acrylic water-born pavement marking paint, 250 Gallon Cylinder Stainless Steel Totes	60 Each			
2	White, High Build acrylic water-born pavement marking paint, 250 Gallon High Density Polyethylene IBC Totes	150 Each			
3	White, High Build acrylic water-born pavement marking paint, 5 Gallon Lidded High Density Polyethylene Pails	450 Each			
4	Yellow, High Build acrylic water-born pavement marking paint, 250 Gallon Cylinder Stainless Steel Totes	60 Each			
5	Yellow, High Build acrylic water-born pavement marking paint, 250 Gallon High Density Polyethylene IBC Totes	150 Each			
6	Yellow, High Build acrylic water-born pavement marking paint, 5 Gallon Lidded High Density Polyethylene Pails	300 Each			
7	Black, Traffic acrylic water-born pavement marking paint, 5 Gallon Lidded High Density Polyethylene Pails	150 Each			
8	Green Traffic/Bike Lane acrylic water-born pavement marking paint, 5 Gallon Lidded High Density Polyethylene Pails	320 Each			
9	Red, High Build acrylic water-born pavement marking paint, 5 Gallon Lidded High Density Polyethylene Pails	60 Each			

Offeror Name: _____



SECTION VI – SUBMITTALS

CITY OF PHOENIX

Item No.	Description	Estimated Annual Quantity	Delivery Calendar Days ARO	Unit Price Excluding Tax	Total Price Excluding Tax
10	Blue, High Build acrylic water-born pavement marking paint, 5 Gallon Lidded High Density Polyethylene Pail	25 Each			
11	Industrial Green, High Build acrylic water-born pavement marking paint, 5 Gallon Lidded High Density Polyethylene Pail	25 Each			
12	All Other Colors, High Build acrylic water-born pavement marking paint, 5 Gallon Lidded High Density Polyethylene Pail	100 Each			
Grand Total					

Offeror Name: _____



SECTION VI – SUBMITTALS

CITY OF PHOENIX

OFFER

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 solicitation and any written exceptions in the offer.

Arizona Sales Tax No. _____

Use Tax No. for Out-of State Suppliers _____

City of Phoenix Sales Tax No. _____

Arizona Corporation Commission File No. _____

Taxpayer’s Federal Identification No.: If recommended for contract award, Bidder 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 Bidder 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 I – INSTRUCTIONS - CITY’S REGISTRATION)	
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Offeror has read, understands, and will fully and faithfully comply with this solicitation, its attachments and any referenced documents. Offeror certifies that the prices offered were independently developed without consultation with any other Offeror or potential Offerors.

Authorized Signature

Date

Verify Name and type of company
(LLC, Inc., Sole Proprietor)

Printed Name and Title
(Member, Manager, President)

Address _____

City, State and Zip Code _____

Telephone Number _____

Company’s Fax Number _____

Company’s Toll Free # _____

Email Address _____

Offeror Name: _____



SECTION VI – SUBMITTALS

CITY OF PHOENIX

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
Ed Zuercher, City Manager

_____ Awarded this ____ day of _____ 2019
Director or delegate, Department

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.



SECTION VI – SUBMITTALS

CITY OF PHOENIX

SOLICITATION TRANSPARENCY FORM - This form must be signed and submitted to the City and all questions must be answered or indicate N/A, or your Offer may be considered non-responsive.

1. Name of person submitting this disclosure form.

First MI Last Suffix

2. Contract Information

Solicitation # or Name:

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

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.

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

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.

7. Disclosure of conflict of interest:



SECTION VI – SUBMITTALS

CITY OF PHOENIX

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.”

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:

8. Notice Regarding Prohibited Interest in Contracts

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).

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:

9. Acknowledgements

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



SECTION VI – SUBMITTALS

CITY OF PHOENIX

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.

A

- 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**.

10. 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.

PRINT NAME

TITLE

SIGNATURE

DATE

COMPANY (CORPORATION, LLC, ETC.) NAME and DBA